

# **COLLECTIVE BARGAINING AGREEMENT**

By and between

**ERIE COMMUNITY COLLEGE**

**THE COUNTY OF ERIE**

and

**THE ADMINISTRATORS' ASSOCIATION OF  
ERIE COMMUNITY COLLEGE,  
UNITED AUTO WORKERS LOCAL 3300**

**September 1, 2011 through August 31, 2020**

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## **STATEMENT OF PURPOSE**

It shall be the policy of the County of Erie in the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Erie and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

THIS AGREEMENT by and between the Administrators Association Local 3300 United Auto Workers, of Erie Community College (hereinafter referred to as the "Association") and the County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College (hereinafter referred to as the College").

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

## **LEGISLATIVE REVIEW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ETHICS STATEMENT**

Employees should at all times demonstrate good and appropriate ethical behavior by exhibiting good citizenship, act in good faith and avoid situations leading to conflicts of interest, not engage in inappropriate behavior, respect the institution, the students we serve, co-workers and the public at large.

## **AGREEMENT**

Ratification for all purposes under this agreement is the date that the AA ECC membership votes on this proposed tentative agreement.

### **WAGES:**

All bargaining unit employees on the payroll upon Ratification shall receive a ratification payment of 1.5% of the total base salary earned (not including overtime, additional duties or lines) by the current employee between the time period 9/1/11 through 8/31/15. This amount shall not be added to base and will be paid as soon after the contract is approved by the Erie County Legislature as possible.

Effective September 1, 2015 — All bargaining unit employees on the payroll as of September 1, 2015 shall receive incremental payments totaling 3% of the employee's total base salary (not including overtime, additional duties or lines) anticipated for the 2015-2016 academic year. This amount will not be added to the base salary and the payments will be spread over the entire academic year. If an employee leaves employment before the end of the academic year for any reason he or she will only be entitled to the pro rata share of payment due to him or her as of the last day of employment.

Effective September 1, 2016 adjust the existing salary chart to reflect 2% increases across the board salary increase for all pay scales for current employees.

Effective September 1, 2017 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees.

Effective September 1, 2018 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees.

Effective September 1, 2019 adjust the revised salary chart to reflect an additional 2% increases across the board wage increase for all pay scales for current employees.

Current members of the bargaining unit who are hired/promoted/ transferred or otherwise moved into another position within the bargaining unit will not be considered a "new" employee and their payment scale will be on the current payment scale as outlined in this agreement not the "new employees" payment scale which will include starting salaries equal to existing employees.

#### **ADMINISTRATIVE ADVANCEMENT:**

Administrators will be eligible once only, per position appointed to, for administrative advancement in accordance with the attached schedule and rules.

#### **SENIORITY:**

Seniority achieved in Step 8 through Longevity 1-3 will carry forward and be counted toward achieving longevity steps as the administrator rank advances.

#### **ADMINISTRATIVE PROMOTION**

1. Administrators who have served at the top step of their job group for one year or presently receive longevity pay and who meet minimum rank criteria for the promoted job group shall advance to the next higher rank and job group beginning with September 1999, and each September thereafter. Seniority achieved in Step 8 through and including longevity 3 will carry forward and be counted toward achieving longevity steps as the administrator rank advances. Example: Someone on longevity 1, step 9 having spent two years there; goes to JG 10 Step 8. When they reach longevity 1 they will have already spent two years there and will move to longevity 2 in two years. Further it is understood that employees having already served the 5 years at the top of job group step 8, will sit for 1 year at Step 8 and then move to longevity 1. Example: A person rank advances from a JG 12 LI, will rank first to JG 13 step 7, the next year they will move to step 8 and the following year they will move to L1, where they will serve the contractual length of time. (Clarification from labor management meeting 9/13/99).

2. Each administrator following the first year of implementation (September 1999) who desires administrative advancement shall submit to the Director of Human Resources by March 1, a letter with the following information:

- a. Name
- b. Present pay group and step
- c. Contractual groups and pay to be advanced
- d. Evidence of eligibility (minimum requirements for that job group and step).
- e. Date

3. Each administrator to be advanced shall; have received a satisfactory evaluation of their professional responsibilities.

4. Any full time or RPT Administrator who is a member of the Administrators Association shall be administratively advanced according to the chart in #4 and will not be denied due to the educational requirements of the job group. Example: A person who has served at the top step of their job group for one year or presently receive longevity pay shall advance to the next higher rank and job group. (Per statement on page 2 of contract September 1, 2003, each administrator will be eligible once only, per position appointed to, for administrative advancement in accordance with the attached schedule of rules.)

It is further understood that such administrator will be paid at the Administrative Promotion pay scale that they had qualified for and that said administrator shall not be eligible for additional compensation above this pay scale due to step(s) in the former job group until such time as they requalify due to a promotion or advancement. Example: Administrators will move according to the Job Group and Step they were at previous to September 1, 2007, and will not move twice due to a step that would have been awarded had not this article been amended. Administrators that are affected by this change in process will be immediately eligible upon the signing of this agreement and will not be required to wait until the normal March 1<sup>st</sup> deadline.

From Job Group/Step	To Job Group/Step		From Job Group/Step	To Job Group/Step
6-8	7-6		11-8	12-7
6 L1	7-7		11 L1	12-8
6 L2	7-7		11 L2	12-8
6 L3	7-8		11 L3	12 L1
From Job Group/Step	To Job Group/Step		From Job Group/Step	To Job Group/Step
7-8	8-7		12-8	13-7
7 L1	8-7		12 L1	13-7
7 L2	8-8		12 L2	13-8
7 L3	8-8		12 L3	13-8
8-8	9-7		13-8	14-7
8 L1	9-8		13 L1	14-7
8 L2	9-8		13 L2	14-8
8 L3	9 L1		13 L3	14-8
9-8	10-7		14-8	15-7
9 L1	10-8		14 L1	15-7
9 L2	10 L1		14 L2	15-8
9 L3	10 L2		14 L3	15-8
10-8	11-7			
10 L1	11-7			
10 L2	11-8			
10 L3	11-8			

## **5. Minimum Educational Qualifications**

<b>Job Group</b>	<b>Minimum Educational Qualifications for AAEEC Positions</b>
VI,VII	Completion of sixty (60) semester credit hours at a registered or Regionally accredited college or university.
VIII, IX, X	Graduation from an accredited registered two (2) year college or University with an Associate's degree in the appropriate discipline
XI, XII, XIII	Graduation from an accredited registered four (4) year college or University with a Bachelor's degree in the appropriate discipline
XIV, XV,XVI	Graduation from an accredited registered four (4) year college or University with a Master's degree in the appropriate discipline

6. Official Transcripts must be submitted to the Human Resources Department as verification of minimum educational qualifications. The official transcripts must be submitted to the Human Resources Department prior to the interview and /or recommendation for administrative promotion.

7. Administrators will not be recommended for administrative promotion if he/she does not meet the minimum educational qualifications as listed in #5. The official transcripts and the ECC Administrators' Promotion Application shall be submitted to the Director of Human Resources and the President of the AAEEC by March 1<sup>st</sup> preceding September 1<sup>st</sup> effective date of the administrative promotion.

8. Administrators who have received an administrative promotion shall be grandfathered in his/her current position only.

## **ARTICLE 1: RECOGNITION**

**Section 1.1** The Employer recognizes the "Administrators Association of Erie Community College" as the exclusive collective bargaining representative of the Employees covered by this Agreement and covers each full-time, regular part-time ("RPT"), and part-time ("PT") employee in a position specified in Appendix "All as defined by the Public Employment Relations Board in its decision of September 20, 1973 as contained in the decision affecting the petition for recognition contained in Case No. C-0958. This exclusive recognition will extend to the maximum permitted by law.

**Section 1.2** Included in this bargaining unit are the Class Titles as they are listed in Appendix "All attached hereto and made a part hereof.

**Section 1.3** The Employer agrees to meet quarterly and at special meetings when deemed necessary with the President and another member of the unit to review any new class titles and changed class titles and/or job specifications for the purpose of allocating these new or revised class titles which may have been created in the preceding three (3) months.

**Section 1.4** In the event the parties fail to reach a mutual agreement upon the allocations of such class titles, then the disputed class titles and/or specifications will be submitted to the appropriate official of the Public Employment Relations Board (PERB) for his advice and guidance within fifteen (15) days of the meeting, whose decision will be final and binding on the parties.

**Section 1.5** Effective upon the signing of this Agreement, the Employer shall notify the Association prior to the implementation of a job description covering a new bargaining unit position or a change in the description of an existing bargaining unit position. The Administrator's Association may present its comments, if any, in writing, covering such job description within five (5) working days of the date of such notification. Upon receipt of such written comments or expiration of the five days, whichever is sooner, the Employer may implement such job description. A copy of the finalized job description shall

be sent to the Association. It is agreed and understood that the implementation, composition and content of job descriptions or any change thereto are within the sole and exclusive discretion of the Employer.

## **ARTICLE 2: MANAGEMENT RIGHTS**

The College and the County reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York, and/or the United States, including but not limited to the right to determine the mission, purpose, objectives and policies of the college; to determine the facilities, methods, means and number of personnel for conduct of the College programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transferal of employees from one department to another or from one campus to another; to direct employees and to utilize the work force; to establish specifications for each class of positions; to classify or reclassify and to allocate or reallocate new and existing positions, and to discipline or discharge employees.

## **ARTICLE 3: ASSOCIATION/ADMINISTRATION RELATIONS**

**Section 3.1** The President of the College or his designee shall, within fifteen (15) working days after receipt of an agenda, meet with the President of the Association and/or his authorized designee to discuss non-contractual matters of interest and/or concern to either party.

**Section 3.2** The College will provide the Association all agenda for all regular meetings of the Board of Trustees, such agenda to be available to the President of the Association coincident with the availability to the general public. Any other such material that is made available to the public will also be made available to the Association at the same time.

## **ARTICLE 4: DUES CHECK OFF AND AUTHORIZATION**

**Section 4.1** The County shall deduct from the wages of employees and remit to the Administrators Association of E.C.C., Main and Youngs Roads, Williamsville, New York , regular membership dues for those employees authorizing such deductions. Their deductions shall be made at times corresponding to the employer's regular payroll period.

**Section 4.2** Deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the County of his desire to discontinue or to change such authorization in writing by registered mail and the County shall forward a copy of employee's notification to the Administrators Association.

**Section 4.3** Agency Shop. Effective upon the signing of this agreement and during its term, deductions shall be made from the wages of each bargaining unit employee which is not a member of the Administrator's Association of Erie Community College, in the amount equivalent to the dues levied by the Association. Such amount shall be deducted on a biweekly basis and shall be transmitted together with the biweekly dues deduction as hereafter set forth. The Association agrees to hold the County safe and harmless because of said deduction.

**Section 4.4** The Association shall certify to the employer in writing the current rate of membership dues and shall give the Employer (30) days notice prior to the effective date of any changes. Deductions above referred to shall be made in line the daily payroll deduction membership application which will be the duly authorized form for the County to deduct dues from the employees' wages.

**Section 4.5** The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Association within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each.

**Section 4.6** The County agrees to deduct from wages of any bargaining unit employee of the Association who submits to the payroll department a voluntary, signed C.A.P. Deduction Authorization Card. Such voluntary deduction cards must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the County and the Association. Payroll deductions will commence no later than the next pay period after the cards are received by the payroll department. The voluntary, signed payroll deduction authorization card for the C.A.P. Deduction shall specify a whole dollar amount to be deducted from the employee's pay period twenty-six times in each calendar year. Monies voluntarily deducted pursuant to the provisions of this section shall be remitted to the Union once a month, thirty days after the last deduction is made each month, together with a list showing the name of each employee from whose pay such deductions have authorized and the amount to be deducted during the period covered by the remittance. Adjustments to reflect actual deductions will be made twice a year.

The Union agrees to hold the County harmless and to defend said County, including all costs of such defense, against any claims whatsoever rising out of the deductions made pursuant to this section.

## **ARTICLE 5: BULLETIN BOARD POSTING**

The Employer shall provide exclusive bulletin board space (1 board) in an accessible place on each campus of the College for the purpose of posting notices only of the following: Association meetings, Association elections, Association appointments, Association recreational and social events, Unemployment Compensation information and other materials of non-political nature if prior written approval after review of such other material is given by the County Division of Labor Relations.

No material which is profane or obscene, defamatory of the County and/or the College or its representatives or is political in any way or is in any way detrimental to labor-management relations, shall be posted. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any such material.

The Employer retains ownership of the bulletin boards. In the event the Association fails to so remove material or otherwise violates this section, the Employer reserves the right to permanently remove said material of the bulletin board upon which said material is posted.

## **ARTICLE 6: ASSOCIATION BUSINESS MEETINGS/ACTIVITIES**

Effective upon the signing of this Agreement, the College will provide meeting space for regular meetings of the Association on approval of the President, or his designee, upon seven (7) days advance written notice. Such meetings shall be limited solely to bargaining unit employees. All Association activities including meetings will be held at times which do not conflict with the regular office hours of the College, or the respective working hours of the employees in attendance. Where such activity including meetings which must be held at times which do not conflict with the regular office hours of the College, do conflict with an employee's working hours, such employee may be allowed time off within the sole discretion of the President of the College or his designee to attend such activity. Such time off must be charged, at the employee's option to compensatory time, if any, or leave without pay. The Association shall have the right to have non-association members attend such meetings for the purpose of discussing official association business. If such meeting is held on college property, the President of the College shall be notified if any non-members shall be in attendance.

## **ARTICLE 7: PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 7.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Administrator's Association shall share equally with the employer the responsibility for applying this provision of the Agreement.

**Section 7.2** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 7.3** The employer agrees not to interfere with the rights of employees to become members of the Administrators Association and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of Association capacity on behalf of the Association.

**Section 7.4** The Administrators Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 7.5** The Administrators Association agrees that it will not interfere with, coerce or intimidate any of the employees into joining the Administrators Association. The Administrators Association recognizes that no employee is required to join or refrain from joining the Association or withdraw from the Association.

## **ARTICLE 8: NO STRIKE CLAUSE**

The Administrators Association recognizes the employees of the College as "public employees" and the provisions of the New York State Public Employees Fair Employment Law, Article 14 of the Civil Service Law which prohibits strikes. The Administrator's Association asserts that it will not engage in, cause, instigate, encourage or condone a strike or concerted stoppage of work or slowdown.

## **ARTICLE 9: ACCESS TO EMPLOYEES**

**Section 9.1** Every six months during the duration of this Agreement, the County shall furnish the President of the Association a list of employees in the Bargaining Unit. This list shall be issued by Erie County Personnel Department containing name, address, title, department, pay grade, step and salary amount.

**Section 9.2** The County, every month, shall furnish to the Association President information showing changes of address of employees in the Bargaining Unit.

**Section 9.3** Six months prior to the termination date of this Agreement, the County shall furnish to the Association president a total list of employees in the Bargaining Unit and the total number of employees in each particular grade level of the salary structure.

**Section 9.4** Each member of the bargaining unit will notify the Employer immediately upon any change of address, phone number, name, marital status, insurance coverage available to spouse or other like change in the employee's personal status.



## ARTICLE 10: RETRENCHMENT

### Effective upon the signing of this Agreement:

**Section 10.1** In the event retrenchment is necessary, the College will provide a minimum of **30 calendar days notice** of any impending layoff. During this period, the Association shall have the right to request a meeting with the President and/or his designee to discuss the impact of said layoff along with any other suggestions the Association might put forward.

**Section 10.2** Seniority is defined as the length of an employee's continuous service in a full-time permanent bargaining unit position from the date of his/her first hire at the College and his/her entry into the bargaining unit. It is understood however, that should an employee accept a full-time position at the College outside of the bargaining unit without interrupting his/her continuous service within the County, such employee shall retain all seniority rights earned while in the bargaining unit and shall be reinstated with same should he/she return to a bargaining unit position. It is understood that during the length of time in which the employee serves in a position which is outside of the bargaining unit that employee will be subject to Article 4 of this agreement.

**Section 10.3** Where there is a layoff in a specific job classification, the employee with the lowest seniority in that classification shall be retrenched first and so on in inverse order of seniority. **Job Classification for the sake of this section shall mean the job title.** In no event shall permanent employees be retrenched in order to create, maintain, or sustain a position(s) for part-time employees in the positions affected by such retrenchment, or substantially performing (more than 50%) the duties of such a position.

**Section 10.4** A displaced employee shall have the right to bump laterally providing he or she meets or exceeds the job specifications of the position to which the bump is sought as determined by the employer and seniority permitting. If a lateral bump is not available and if the displaced employee has previously held a position in the bargaining unit on a permanent basis or meets or exceeds the job specification, which term includes any equivalencies which may apply, of the lower level bargaining unit position as determined by the employer, he/she may bump the employee with the least seniority in that position, seniority permitting. Administrators, who have received an administrative promotion and do not meet the minimum qualifications listed under Administrative Promotion #5 Minimum educational qualifications, shall not have a right to bump laterally.

**Section 10.5** "Permanent Vacancy" as used in this Agreement is defined as an unencumbered budgeted position covered by the bargaining unit which exists when and if the Employer in its sole discretion decides to fill such a position.

**Section 10.6** Retrenched employees shall have recall priority by order of seniority for a period of three (3) years to a permanent or temporary vacancy in his/her former position. He/she shall also have recall priority by order of seniority for a period of three (3) years to any bargaining unit position he/she previously held on a permanent or temporary basis and to any full time vacancy (in a salary level equal to or lower than his/her former position) in the College for which the College determines he/she is qualified. It is understood that qualifications include any equivalencies which might apply to any position. During the period of recall priority, the retrenched employee shall continue to accumulate seniority. In addition, this recall priority shall include full-time bargaining unit positions (in an equal or lower salary level to his/her former position) under grants and employment programs subject to any limitations imposed under such grant or employment program and full-time bargaining unit position(s) (in an equal or lower salary level to his/her former position) created by the Employer to exist for less than one (1) year.

**Section 10.7** The College President or his designee shall send written notice to eligible retrenched employees of an available position to which they have recall priority at least fifteen working days prior to filling the vacancy. Such notice shall be sent to the employee's last address on file at the College, via registered mail, return receipt requested, and a copy of the notice will also be sent to the President of the Association. If an employee fails to respond within 10 working days of the receipt of the letter or negatively responds to the recall to his former position, or does not return to work within twenty work days, his name shall be removed from the list and he shall be deemed to have terminated his employment. Should the employee be recalled to a position other than his former position and fails to timely respond or negatively responds or does not report to work within twenty work days, he shall not be eligible for recall to any other position except his former position, seniority permitting. Should any employee accept recall to any temporary vacancy, or accept a vacancy in a lower salary grade, the employee's right to recall time shall be frozen at the time expired as of the return to work date and the employee's right to recall to a permanent vacancy shall remain frozen until the employee leaves the temporary position, at which time his right to recall time shall continue to expire.

**Section 10.8** An employee who assumes a lower level position due to the application of either Section 4 or 6 of this Article shall be given a thirty (30) calendar day trial period in such position. Should at the end of said period, the Employer determine that he has failed to satisfactorily perform in such position; he shall be removed from such position. Such removal, however, shall not affect any recall rights he may have to other positions under section 6 and 7 of this Article.

**Section 10.9** Notwithstanding the above, the New York Civil Service Law and the Classified Civil Service Rules shall apply to the retrenchment of all competitive class positions within the bargaining unit.

## **ARTICLE 11: WORK WEEK**

It is agreed and understood that members of the Administrators Association are professional management employees and as such their duties and responsibilities prohibit establishment of rigid work schedules. Thus, members of the Administrators Association will be able to choose a flex schedule, for work related matters, with the approval of their immediate supervisor and senior executive staff. The employee may flex his/her schedule within the 80 hour pay period.

Effective January 1, 2017, summer hours shall be eliminated for all bargaining unit employees. For those employees hired prior to Ratification, sixteen hours of flex leave will be added to the employee's leave balance on a one time basis. Employees hired post Ratification shall not receive summer hours or the one time addition of flex leave.

**Section 11.1** Administrators shall be scheduled to work a total of 40 hours per week, including a paid one hour meal period each day.

**Section 11.2** The employee and the President or his designee will agree upon the work schedule. If an agreement cannot be reached, the President of the College shall make the final decision.

**Section 11.3** Administrators will not be scheduled for less than four days per week nor more than six days per week or more than ten days biweekly.

**Section 11.4** Administrators shall not be scheduled for less than five hours per day, nor more than twelve hours per day, including a paid meal period unless otherwise agreed to.

**Section 11.5** All hours worked on each work day shall be consecutive hours and shall include a one hour paid meal period which shall be taken near the middle of the work day, regardless of hours worked.

**Section 11.6** An administrator's work schedule shall not be changed without ten (10) calendar days notice, unless mutually agreed by the employee and the President of the College.

**Section 11.7** An administrator may be required to work in excess of 40 hours per week, and except in cases of emergency, shall receive two working days prior written authorization from his or her immediate supervisor.

All hours worked, as assigned by a supervisor, over 40 hours in a work week shall be compensated at an hour for hour compensatory time rate. Compensatory time shall be taken with the approval of the employee's immediate supervisor. Under no circumstances will an employee be paid for or receive compensatory time off in excess of 200 hours of accumulated time. Furthermore, all employees hired after September 1, 1999 shall have the amount of allowable accumulated time reduced to 80 hours which amount shall then become the maximum for both time off and pay. The 80 hours and 200 hours will be treated the same with respect to working over the cap (resolves current grievance) and reflects future rules. Current grievance will be settled by payments outlined in document agreed to by the parties.

a. Any use of compensatory time shall be requested in writing. Under normal circumstances, a three-day advance request shall be made concerning any request for the use of compensatory time. The immediate supervisor may refuse any such request, regardless of the timeliness of the request. However, such refusal shall be based on operational requirements and no request shall be refused arbitrarily. If requested, the reasons for any such refusal for use of compensatory time shall be provided in writing. If the administrator's request for compensatory time is denied, he or she may appeal such decision directly to the President of the College or his/her designee.

b. Compensatory time may accumulate up to a maximum of 200 hours. An Administrator may receive cash payment for up to 200 hours of accumulated compensatory time upon termination, but under no circumstances shall the administrator's right to accumulate or the County/College's liability ever exceed that amount.

c. Employees who have an accumulate total of 200 hours compensatory time shall not be compensated for time worked in excess of 40 hours per week until the accumulated balance is reduced, by use of compensatory time, below the 200 hours limit, at which time the employee shall again accumulate compensatory time if he/she works in excess of 40 hours per week.

d. Any AAEEC member working in excess of 40 hours per week and who has received permission from his/her supervisor, and who has accumulated 200 hours prior to this time shall automatically receive straight time pay as outlined in 11.7 above. In the absence of budget and appropriations said employee shall receive compensatory time off and be allowed to accumulate the additional hours and shall receive said hours pay over 200 hours upon termination.

e. College Administrative Assistants and College Administrative Assistants II will receive overtime/compensatory time at time and one half after actually working (40) forty hours. The calculations of time and one half will not include lunch hours, vacations, sick leave and/or personal leave etc. The College Administrative Assistants and College Administrative Assistants II will earn straight time from 40 hours up to forty-five (45) hours including lunch hours, and time and one half after the employee has actually worked (40) forty hours.

f. Requests for Overtime/ Compensatory time will be approved by the employee's immediate supervisor and the Director of that Department with the additional approval of the Associate Vice President supervising that area. Requests for the payment of Overtime/Compensatory time must be denied within

10 working days of the written request in writing to the employee. Requests for Overtime/Compensatory time must be approved or denied within ten (10) working days of the written request.

**g.** With the exception of College Administrative Assistants and those employees who are non-exempt under the Fair Labor Standards Act, employees hired after Ratification shall no longer be entitled to compensatory time as outlined in this section.

**Section 11.8 Committee Assignments.** It is understood that committee assignments are a necessary part of the duties of an Administrator at Erie Community College. Additional work required by committee assignments will be handled as follows:

**a.** Committee Work required to be done during the normal hours of work of an Administrator shall not result in any additional pay or compensatory time.

**b.** Committee Work required to be accomplished during other than the normal hours of work of an Administrator shall result in the earning of compensatory time on an hour for hour basis. It is understood that this provision shall only apply when there has been an official appointment or assignment of an individual to a specific committee and said individual is required to work past his or her normal hours solely because the committee is meeting, or the work of the committee is being accomplished during this period.

**c.** Any individual who can demonstrate that his or her normal duties are not able to be performed because of a particular committee assignment or a number of particular assignment shall have the right to request that either the committee assignment(s) be negated or that additional hours of work be approved during which compensatory time may be earned. Any dispute on this issue shall be forwarded directly to the President of the College for a final decision.

#### **Section 11.8.**

**a.** All employees hired prior to Ratification, other than College Administrative Assistants and any other employees who are non exempt under the Fair Labor Standards Act, at the option of the employee or supervisor, may have any hours assigned by a supervisor, over 40 hours in a work week accrue hour for hour into a flex time bank. Flex time would be in lieu of compensatory time outlined in Section 11.7 above for all employees hired prior to Ratification. Employees hired prior to Ratification shall elect at the beginning of each fiscal year (by August 1 st prior to the beginning of the fiscal year) to utilize a flex time bank or compensatory time bank. Flex time shall be taken with the approval of the employee's immediate supervisor, which shall not be denied arbitrarily. All employees, regardless of hire date will have flex time capped at 120 hours, although as it is used, it may be accumulated again by the employee, with the supervisor's permission. Flex time that exists at the end of a fiscal year, will be carried over into the subsequent fiscal year.

**b.** Employees are encouraged to flex their hours to best manage their workloads, based upon the needs of the department and in order to best serve the College's mission. For example, if an employee is needed in the evening for a program, he or she should flex his or her hours for the day or week, based upon workload and needs of the department. Requests for flex time may be made verbally, in writing, by email, or by any other operational manner set by the College in a reasonable time frame to be set by the supervisor. The immediate supervisor may refuse any such request, regardless of the timeliness of the request. However, such refusal shall be based upon operational requirements and shall not be refused arbitrarily. If requested, the reason for any such refusal of the use of flex time or the ability to flex a schedule shall be provided. If the administrator's request for use of flex time or flex scheduling is denied, he or she may appeal such decision to the President of the College or his/her designee.

c. Under no circumstances shall any employee be paid for accumulated flex time nor shall he or she be cashed out for time that is in the flex time bank at time of separation of service.

d. Employees hired post Ratification shall have flex time as the only option available to them and all rules outlined in paragraphs 11.9 (a) and (b) with respect to the accumulation and use of flex time shall apply to them.

f. College Administrative Assistants and College Administrative Assistants II and any other employees who are non-exempt under the Fair Labor Standards Act will receive overtime/compensatory time at time and one half after actually working (40) forty hours as outlined in Section 11.7 above and will not have flex time available as an option.

## **ARTICLE 12: ACADEMIC YEAR**

**Section 12.1** The Administrators Association agrees to accept the official college academic calendar covering the academic years which fall within the effective date of this agreement, approved by the Board of Trustees.

## **ARTICLE 13: CLASS SIZE**

It is agreed that the class size will be governed by the current college policy.

## **ARTICLE 14: WORK LOAD FOR PROFESSOR DEPARTMENT HEADS**

### **Section 14.1 Department Head Work Load**

The administrative and teaching work load of Department Heads shall be as determined by the President, consistent with the respective job descriptions. However, it is agreed and understood that no Professor Department Head shall be scheduled, involuntarily, to teach more than eight hours per semester or more than sixteen hours per academic year.

### **Section 14.2 Department Head Overtime Pay.**

It is agreed that payment for overtime or compensatory time will be made at the hourly contractual rate for the 10-month pay scale regardless of whether and employee elects to receive paychecks over 10 or 12 months.

### **Section 14.3 Department Head Non-Contractual Work Load.**

The maximum compensation for Professor Department Heads shall include one week prior to the academic year and one week after the academic year. Additional duties will be determined by the Supervision of Allied Health. Duties performed outside of the defined time period as required by the Supervision will be paid at the professor department head hourly rate.

**Section 14.4** The practice of having 10 month Department Heads work a total of 80 hours for reporting in and working the week prior to the beginning of the academic year and for reporting in and working the week following the academic year shall continue without additional compensation.

### **Section 14.5**

Effective January 28<sup>th</sup>, 2003 all new hires into the title of Professor/Department Head will be 12-month employees at the pay scale for 12 month "Professor/Department Heads as is now prescribed in the contract." All Professor/Department Heads hired prior to January 28<sup>th</sup>, 2003 shall continue to be 10 month employees/positions.

12-month Professor/Department Heads will be entitled to accumulate leave accruals such as personal leave, sick leave, compensatory time, vacation time etc. in accordance with the applicable articles in this contract.

## **ARTICLE 15: LATERAL TRANSFERS**

**Section 15.1** Each employee will be subject to transfer from one department to another from one campus to another within the philosophy of the one college concept. Such transfer shall not be made in an arbitrary or capricious manner. The College will use its best efforts to give the employee reasonable notice of a transfer.

**Section 15.2** Employees desiring to transfer shall be given every consideration for vacant and new positions on other campuses. Appointments to such positions will be subject to the normal appointment procedures of the receiving campus.

### **Section 15.3 Lateral Transfers**

The requesting employee must meet the minimum qualification for the vacant or new position as determined by the President or his designee.

## **ARTICLE 16: PERSONNEL FILES**

**Section 16.1** Employees will have permission to examine their official personnel file at location of and under the supervision of the college personnel office during regular office hours.

**Section 16.2** No materials will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may so desire. Each document shall be initiated by the employee before being placed on file as evidence of his having read such document. This initialing shall not be deemed to constitute the approval by an employee of the contents of such document. If any employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document, and such document shall thereafter constitute part of the employee's personnel file.

**Section 16.3** An employee will be permitted to have included in his/her file any material which he/she feels is pertinent to his/her professional career, performance as an administrator and personal qualifications, including all internal reports generated on the campus of the college. "Any derogatory material in the file shall not be referred to in any disciplinary action after three years following the date of the derogatory material." Any employee will be given a personal copy of their personnel file upon request. Members of the AAEECC UAW agreed to pay \$.25 per page for copies of their personnel files.

## **ARTICLE 17: APPOINTMENTS AND VACANCY COMMITTEE**

### **Section 17.1 Search Committee**

a. When administrative vacancies occur, the President of the College will give written notice of the intent to fill the vacancy to the President of the Association no later than 20 calendar days prior to expiration of the posting period.

b. All applications received for the position prior to and during the 20-day period shall be forwarded to the President of the Association.

**Section 17.2** If the President establishes a Search Committee in order to fill any such vacancy, the composition of the committee shall be such that the association representative shall be equal in members to that of any other group of employees on that committee (i.e., faculty 3, administrators at least 3). However, the final decision on any applicant to the position rests with the President of the college.

## **ARTICLE 18: TRAVEL POLICIES AND PROCEDURES FOR REIMBURSEMENT**

The policies and procedures covering expense for employees conducting official County business are reflected in the Rules and Regulations issued by and on file in the Division of Budget and Management of the County of Erie as amended by the Division of Budget and Management from time to time.

When an administrator is required to use his/her own personal automobile to conduct official business, he/she will be reimbursed at the rate in effect at the time the business was conducted, provided that reimbursement is allowable under the policies and procedures on file in the Division of Budget and Management. Tolls will be reimbursed, provided they are supported by appropriate receipts. Requests for reimbursement will follow approved County procedures.

## **ARTICLE 19: CREDIT UNION**

In line with the understanding reached between the Association and the President of the Credit Union in the Rath Building and the County, it is understood that payroll deductions will be made for membership in the Rath Building Credit Union.

## **ARTICLE 20: TIME OFF FOR UNION SEMINARS**

During the term of this Agreement, Association officers consisting of President, Vice President, Secretary and Treasurer shall have a combined fifteen (15) man working days per calendar year (non-cumulative) with pay to attend union approved labor seminars of the American Association of union Administrators state and national meetings, upon ten (10) calendar days notice to the President or his designee.

## **ARTICLE 21: ASSOCIATION ACTIVITY**

**Section 21.1** Subject to the permission of the President of the College or his designee, the President of the Association and/or chairman of the grievance committee or other official committee recognized by the Association and the President of the College, will be granted a reasonable length of time from his/her position with pay, work permitting, for grievance handling, negotiations and/or other official matters with representatives of the employer.

**Section 21.2** It is understood that during the course of contract negotiations, no more than five members of the Association will constitute the negotiation team of the Association.

**Section 21.3** In the event that the Employer believes that Union Representatives are abusing the Employer's time, materials or resources in order to conduct Union Business, the Employer shall have the right to require Union Representatives engaging in the alleged abuse to present themselves before the Employer for the purpose of a review of the specific instances of alleged abuse. At this meeting the Union Representatives shall be required to provide the Employer with documentation and an explanation of the purposes of the Union Business in question. The Union agrees that the use of Employer time to conduct Union Business shall not be utilized frivolously or in any manner other than for the legitimate purpose of administering the Contract and in the representation of the Union membership.

## **ARTICLE 22: DAILY ATTENDANCE RECORD**

Employees in the Administrators Association Bargaining Unit will comply with the Attendance Rules and Regulations issued by and on file in the Erie county Executive Office. The College shall provide a daily sign-in sheet at each Campus which shall be available for Administrators to use regardless of which campus is considered as the Administrator's home office. Such sign-in sheet shall be provided by the College in an appropriate place at each Campus and Administrators who do not report to their home office or who leave work from an office other than their home office shall be permitted to sign-in and/or out on such sign-in sheets.

## **ARTICLE 23: POLITICAL ACTIVITY**

**Section 23.1** Any employee who is elected or who is appointed to an elective public office not to exceed four (4) years, shall be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to.

**Section 23.2** Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed.

**Section 23.3** Employees will not accumulate seniority if elected or appointed to a non-county position.

## **ARTICLE 24: TIME OFF FOR CIVIL SERVICE EXAMINATIONS**

**Section 24.1** Permanent employees will be allowed time off with pay to take promotional and open competitive County civil service examinations.

**Section 24.2** Provisional employees shall be permitted time off with pay to take County examinations in connection with the position in which they are serving.

## **ARTICLE 25: BEREAVEMENT LEAVE**

An employee who has a death in the immediate family (parent, spouse, brother, brother-in-law, sister, sister-in-law, children, grandparent, grandchildren, parent-in-law, son-in-law, daughter-in-law, foster child, step child, step parent, aunt, uncle or other relative who is an actual member of the employee's household) shall be entitled to bereavement leave of five (5) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday, shall be granted one (1) additional day, if needed to attend the funeral if such funeral is scheduled for Monday. If the death occurs prior to the employee's shift and he/she does not report for his/her scheduled shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one (1) of the five (5) days.

## **ARTICLE 26: EMERGENCY CLOSING**

In the event the College President declares the closing of certain college facilities and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or other cause beyond the County's control, the resulting time off from work shall be treated as an emergency closing as such this time off shall be termed a paid leave day and shall not be charged against said employee's sick leave, personal leave, vacation or compensatory time account.



## **ARTICLE 27: JURY DUTY LEAVE**

**Section 27.1** On proof of the necessity of jury service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

**Section 27.2** That employees will not be required to report for work prior or subsequent to the performance of their jury duty.

**Section 27.3** That if an employee is assigned to the second shift on the day he performs jury duty, he is to be excused with pay for second shift assignment on that day.

**Section 27.4** That if an employee is scheduled to work the third shift on the day he is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

**Section 27.5** Any compensation received as a result of jury duty will be handled in accordance with New York State statutes.

## **ARTICLE 28: MILITARY LEAVE**

**Section 28.1** Any County employee who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law.

**Section 28.2** Military Leave, pursuant to Section 243 of the Military Law shall be deemed actual service.

## **ARTICLE 29: PERSONAL LEAVE**

**Section 29.1** Full-time employees including temporary and professional will become eligible for and receive three (3) days personal leave after one (1) year of continuous service as reflected by the employee's anniversary date and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements. Twelve (12) month employees will receive four personal leave days. Full time and regular part time employees hired prior to Ratification will receive one (1) additional personal leave day.

**Section 29.2** Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. These additional days do not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.

**Section 29.3** In order for the President and/or his designee to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the President or his designee at least five working days in advance when the requested time is for four days, and three working days in advance when the request is for three days or less. In cases of emergency, the five or three days of advance notice may be waived by the President or his designee and shall not be granted in less than one-half day units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section.

**Section 29.4** In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

## **ARTICLE 30: SICK LEAVE**

### **Effective upon the signing of this Agreement:**

**Section 30.1 Sick Leave Allowance.** All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. This will equate to 15 days per year for 12 month employees and 12 days per year for 10 month employees. For purposes of calculating sick leave credits and charges, one work day equals eight hours.

**Section 30.2 Reasons for granting of sick leave.** Sick leave with pay shall be granted, by the President or his designee, to an employee when incapacitated or unable to perform the duties of his position by reason of:

1. Sickness or injury
2. Serious illness in the employee's immediate family, requiring care and attendance of the employee. Immediate family shall include parent, spouse, brother, sister, children or grandparent, grandchild or other relative who is an actual member of employee's household. Certificate or affidavit, issued by the attending physicians shall be filed with the President or his designee in case of absence of more than (2) consecutive days.
3. Quarantine regulations.
4. Medical or dental visits.
5. Pregnancy.

### **Section 30.3 Sick leave credits and charges.**

a. A credit for sick leave under this provision shall be allowed at the of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter (1-1/4) working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their sick leave balances on a continuing regular basis.

b. Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., where a full day was charged in the past this will now be an eight (8) hour charge against the employee's sick leave balance; where a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this article charges against sick leave may not be made in units of less than 2 hours. Requests for use of sick leave shall be submitted on the prescribed County form.

**Section 30.4 Extended sick leave.** An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the President or his designee and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Commissioner of Personnel in excess of five (5) months in addition to the sick leave accumulated by such employee. Employees shall be eligible only once for the additional periods of sick leave granted in accordance with this provision. A leave of absence without pay or a resignation followed by reinstatement within one (1) year shall not constitute and interruption of continuous service.

**Section 30.5** Medical or dental visits In the case of emergency which requires the employee to make visitations during his working hours, as shall be determined by the President or his designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the President or his designee. Such absence may be deducted from accumulated sick leave in units of not less than one hour.

#### **Section 30.6** Reporting Time

(a) In case of absences, the time for reporting absences shall be at least one-half ( $\frac{1}{2}$ ) hour before the start of the employees assigned shift. In case of failure to report within the stated time limits, for reasons satisfactory to the President or his designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(b) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure Reporting of Absence Under the Sick Leave Provisions" issued by the Erie County Department of Personnel as amended by the Commissioner of Personnel from time to time.

(c) A certificate or affidavit, showing incapacity and inability off the employee to perform his duties issued by the attending physician, shall be filed with the President or his designee in case of absence of more than five (5) consecutive work days. The President or his designee may check further on any illness regardless of certificate or affidavit.

(d) If an employee fails to submit proof of illness to the President or his designee when required to do so under this article, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(e) If the proof submitted under this article, in the judgment of the President or his designee does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

**Section 30.7** Abuses of sick leave shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified of such suspected abuse at a conference with the President or his designee and a representative of the Association. The employee thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the President or his designee before such abuse may be charged against the employee's accumulated sick leave balance. The Association will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

**Section 30.8** Transfer of sick leave credits. In the case of transfer, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.

**Section 30.9** Reinstatement of sick leave When an employee is reinstated in the county service within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.

### **ARTICLE 31: LEAVE OF ABSENCE WITHOUT PAY**

**Section 31.1** Application for leave without pay Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the President or his designee. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the President or his designee, the application shall be submitted to the

Board of Trustees, and leave of absence shall be granted only when finally approved by the Board of Trustees. It is understood that such employee will be permitted to return to the same class title within the same department.

### **Section 31.2 Child Bearing Leave**

(a) The President or his designee shall grant pregnant employees a leave of absence without pay upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the President or his designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the County at the County's expense, or both.

(b) Parenting Leave, A leave of absence without pay for the purposes of child rearing, necessitated by children residing with the employee, shall be granted for a period of up to six months. Once granted such leave may not be extended and will be granted only twice during an individual's term of employment regardless of the time used during such leave of absence. The cumulative total time off for one or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child rearing leave.

An employee on a child rearing leave will notify the department head of his intention to return to work at least thirty (30) calendar days prior to the expiration of the leave of absence.

An employee returning to work after a child rearing leave shall return to the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

It is further agreed, that any employee to be eligible for child rearing leave, must exhaust all accumulated leave time except sick leave prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits, as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

**Sick Leave and Vacation Leave** Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

**Section 31.3 Substantiation of request for sick leave or leave without pay** A certificate is required from the employee's personal physician specifying:

1. The date that the employee is no longer able to carry out all normal assigned duties;
2. The expected date of confinement; and
3. The date the employee may return to duty shall accompany the request whether it is for sick leave (Form PO-19) or for leave without pay (Form PO-18).

In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay, both the PO-19 and PO-18 should be completed at the same time and the above certificate used to substantiate both requests.

**Section 31.4 Leave because of extended illness** When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period of rest and convalescence, the President or his designee shall

grant leave of absence without pay for a period not to exceed one year, subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

**Section 31.5 Leave for war work** A permanent employee, may in the discretion of the President or his designee, be granted a leave of absence without pay for a period of time, not to exceed one year\*<sup>n</sup> to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the discretion of the President or his designee, and with the approval of the Board of Trustees, may be renewed for additional periods, not exceeding one year in each instance without requiring such person to return to his position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six months after the termination of the war.

**Section 31.6 Education leave for veterans** Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his County position. Such leave of absence shall not extend beyond a period of four years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his position provided he makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the President or designee.

**Section 31.7 Leave for educational purposes** Within the sole discretion of the President or his designee and upon approval of the Board of Trustees, permanent employees may be granted leave of absence without pay for a period not to exceed two years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

**Section 31.8 Leave of absence to serve another position in the County service** Leave of absence without pay may be granted by the President, at his sole and exclusive discretion, to a permanent employee to enable such employee to serve in another position in the County service. This leave shall be limited to no longer than four (4) years, at which time the permanent employee relinquishes all right of recall to that position.

**Section 31.9 Leave of absence to accept employment outside the County service** Leave of absence shall not be granted to an employee to accept employment outside the County service.

**Section 31.10 Leaves for other reasons.** Leave of absence without pay, for reasons other than those cited in this provision, shall be granted by the President or his designee only in unusual circumstances, which in the judgment of the President or his designee justifies the granting of such leave. Requests for such leave and the recommendation of the President or his designee shall be submitted to the Board of Trustees, and the granting of such leave shall be subject to the approval of the Board of Trustees.

## **ARTICLE 32: HOLIDAYS**

**Section 32.1** The members of the bargaining unit who work ten (10) months each year will be permitted to observe the holidays set forth in the academic calendar adopted by the Board of Trustees.

**Section 32.2** Regarding those members of the bargaining unit who work twelve (12) months each calendar year, it is understood that such employees will observe the following twelve (12) holidays observed the County, namely:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 7. Labor Day               |
| 2. Martin Luther King Day | 8. Veteran's Day           |
| 3. Patriot's Day          | 9. Thanksgiving            |
| 4. Good Friday            | 10. Day after Thanksgiving |
| 5. Memorial Day           | 11. Christmas              |
| 6. Independence Day       |                            |

All regular part time and part time employees receive the day after Thanksgiving as a paid (8) hour day.

**Section 32.3** Effective upon the signing of this agreement, if such twelve (12) month employee is required to work on a holiday listed above in Section 2, he shall receive one and one-half (½) hours compensatory time for every hour worked on the holiday.

**Section 32.4 Holiday Closing.** If the college chooses to be open for a holiday as listed in Section 32.2, or to be closed for a specific amount of time (i.e., Christmas shutdown), then the professional staff shall be able to accumulate additional work hours in order to be able to take this time off. This schedule to accommodate hours shall be approved by the administrator's supervisor and will be accumulated for the sole purpose of being utilized during the designated college closing. The total time to be accumulated in this bank cannot surpass the total number of hours necessary to accommodate the administrator's time off during this closing. This bank will not carry from year to year and the time accumulated can only be used for the specific purpose of a holiday closing.

## ARTICLE 33: VACATION PROGRAM

**Section 33.1** Vacation credits will be granted to each employee who is employed on a twelve-month basis as follows:

Service Period	Credits Per Year	Accruals
0-14 years 11 months	20 days	6.16
15-22 years 11 months	25 days	7.7
23-26 years 11 months	30 days	9.24
27 years and after	1 additional day per year to maximum 35 days	

**Section 33.2** Employees will take their respective vacations subject to the approval of the President or his designee.

Employees requests to utilize vacation credits submitted at least thirty (30) days in advance will be deemed granted unless employee is notified in writing at least seven (7) days after the date of such request. The College shall not refuse a vacation request solely because of failure to comply with the time limits.

**Section 33.3 Accumulated unused vacation days.** Effective with the County-established leave accrual date, employees will be allowed to accumulate unused vacation days as follows:

1-4 years 11 months	45 days or 360 hours
5 years	50 days or 400 hours

Effective upon Ratification and in future years on September 1<sup>st</sup>, employees shall be eligible to sell back up to forty (40) hours of vacation each fiscal year. Such employees must always maintain at least eighty (80) hours of vacation leave in their bank in order to be eligible for such sell back. (Balance after sellback must be a minimum of 40 hours). Payment for such sell back shall be made in payroll period 24. For the first year, notification by the employee shall be made no later than thirty (30) days after approval of this agreement by the Erie County Legislature and payment of the vacation leave shall be made within sixty (60) days of approval of this agreement by the Erie County Legislature.

#### **ARTICLE 34: SABBATICAL LEAVE**

**Requirements and Committee Composition.** An administrator may request sabbatical leave after six (6) consecutive years of service. Sabbatical leaves may be used for planned travel, study, formal education, research, writing and other experiences of professional value. Sabbatical leaves shall be granted for one (1) year at one-half ( $\frac{1}{2}$ ) salary or one-half ( $\frac{1}{2}$ ) year at full salary. During the period of sabbatical leave, the administrator shall retain all the rights and privileges of a full-time, on campus administrator. All fringe benefits such as retirement, insurance and the like shall continue in effect during the sabbatical period. An administrator returning from a sabbatical leave shall have the right to return with seniority rights to the administrative unit he left. The period of sabbatical shall be credited as service for retirement and the granting of increments. All requests must be made in writing and presented to the Administration College Sabbatical Leaves Committee no later than February 1st for a sabbatical commencing in the Fall Semester and September 1st for a sabbatical commencing in the Spring semester. Such requests must include an outline of the administrator's program, relationship to his professional responsibilities at the College and the manner whereby the program will improve his value to the College. Such requests will be made to an equal number of eight (8) representatives, four (4) from the administration and four (4) from the College. (The Administrator's President will appoint said Administrator representatives). The Committee will forward these recommendations to the President of the College. The President of the College will act on requests for sabbaticals with the Board of Trustees. The Board will act on requests for sabbaticals commencing with the Fall Semester no later than May 1st and no later than December 1st for sabbaticals commencing with the Spring Semester. The decision of the President will be final and non-grievable.

Within thirty (30) days upon return, the administrator shall submit to the President and the College Sabbatical Leaves Committee a written report of his accomplishments while on sabbatical leave. If the administrator fails to return to Erie Community College and complete one (1) year of full service, he must repay the full amount of money received while on sabbatical leave.

Within its budgetary limitations, the College shall grant sabbatical leaves in an amount of no less than one (1) sabbatical leave of a full-time administrator every other academic year, commencing with September 1, 1986-August 31, 1987.

## ARTICLE 35: HEALTH INSURANCE

### Current Employees (hired on or prior to Ratification)

Effective upon Ratification: Shift all active employees into Value Plan effective 1/1/16:

1. Plan Options: Core, Core Plus, Enhanced, Value Plan, HDHP (Bronze Plan). The Value Plan shall become the base plan effective January 1, 2016. Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Core Plus and the higher plan. For example, if the total cost of Value Plan is \$ 10,000 per year and the cost for Core Plan is \$12,000 per year, an employee contributing 5% would be required to pay 5% of the premium of Value Plan in addition \$2,000 which is the difference in cost between Core Plan and Value Plan. The employee may choose to purchase the Core Plus plan as an option and will be responsible for the employee's premium contribution for the Core Plus Plan. For example if the employee contributes 10%, he or she will pay 10% of the premium of the Core Plus Plan.
2. As soon as possible after Ratification, include the LMHF High Deductible Health Plan (Bronze Plan) as an option within Article 35 for active employees, employees hired post Ratification and retirees. Active and new employees who elect to sign up for the High Deductible Plan will have 50% of the difference in cost between the premium for Value and High Deductible Plan placed in a 105-H plan. An employee who elects the High Deductible Plan will be responsible for his percentage of premium share in effect based upon hire and contract date. For example, if the Value Plan was \$10,000 and the Bronze Plan is \$5,000 an employee who is at 10% contribution would pay 10% of the premium (\$500) and would have \$2,500 (\$ 10,000-\$5,000 divided by 2) placed into a 105-h plan.

Modify employee premium payments as follows:

9/1/16	Employee premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	5%	
	5%	10%	
	15%	15%	
9/1/17	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
	15%	15%	



9/1/18	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
	15%	15%	

Employees, who elect to move to a different plan, (example Core, Enhanced etc.) from the base plan and have additional costs over and above the base plan as named above, shall have their premium share deducted on a pre-tax basis through payroll deduction.

New Employees (hired after Ratification):

Upon Ratification, Value Plan shall be the base plan for such employees. No further Health Reimbursement Account contribution from the Employer shall be due to any such employees except for those who enroll in the High Deductible Plan as outlined above.

The contribution rates for new employees shall remain fifteen percent (15%) of the Value Plan premium. Such contribution shall be made through payroll deduction on a pre-tax basis.

**Wellness.** For all employees regardless of hire date, effective 9/ 1/16, ECC will match any amount contributed by LMHF to an HRA account for employees for Phase I and Phase II wellness activities up to a maximum amount per calendar year basis of \$50 for Phase I and \$50 for Phase II. The employee must submit a request to ECC for matching funds for each calendar year no later than February 1<sup>st</sup> of the following calendar year with payment to follow as soon as practicable thereafter.

## CONTRACT AGREEMENT

September 4, 2003

Amend health insurance provisions of the collective bargaining agreement, to take effect after ratification of this agreement, by deleting current provisions and substituting the following:

1. Current employees and employees who retire after the effective period of the collective bargaining agreement ("future retirees") shall have a single provider for health insurance. Employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan. Future retirees and retirees since January 1, 2003 shall have the Core Plan, except as indicated in paragraph 9 herein. The health care provisions of this agreement are retroactive for eligible employees who retire on or after January 1, 2003.
2. For employees hired prior to January 2, 1993, the employer shall pay one hundred percent of the monthly cost of the Core Plan health insurance product. For employees hired on or after January 1, 1993, the employer shall contribute ninety-five percent (95%) of the monthly cost of the Core Plan health insurance product. For employees hired after September 1, 2007, the employer shall contribute eight-five percent (85%) of the monthly cost of the Core Plan health insurance plan.

3. In addition, employees who chose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan. An employee required to contribute 5% towards health insurance, shall pay 5% of the monthly cost of the Core Plan, plus the difference between the Core and the Enhanced Plans. For employees hired after September 1, 2007, who choose the Enhanced Plan, shall pay fifteen percent (15%) of the difference in the monthly premiums cost of the Core Plan plus the difference in the cost between the Core Plan and the Enhanced Plan.
4. For employees who chose the Value Plan, the employer shall deposit fifty percent (50%) of the difference in the monthly premium cost between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. For employees hired after September 1, 2007, who choose the Value Plan, shall have deposited fifty percent (50%) of the difference in the monthly premiums cost of the Core Plan net of the fifteen percent (15%) required employees contribution and the monthly premium cost of the value plan in an I.R.S. 105-h account.
5. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
6. Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
7. The negotiated provisions of the collective bargaining agreement regarding dental coverage will remain in effect.
8. The negotiated provisions of the collective bargaining agreement regarding health insurance waivers shall remain in effect.
9. (a) Pre-65 Retirees: The employer shall pay seventy-five percent (75%) of the monthly premium single, family or double rate for the Core plan for eligible employees who retire from County until age 65. The employer shall pay seventy-five percent (75%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein.  
(b) Post-65 Retirees: Employees who retire under this agreement, and their eligible spouses shall be required to select the designated Medicare Wraparound product that includes prescription drug coverage and basic out-of-network benefits, at age 65. The County will provide any employee who retires under this agreement, and his or her eligible spouse who is under age 65, with seventy-five percent (75%) of the monthly premium of a single Core Plan for the non-age 65 member. A post-65 retiree, and his or her eligible spouse aged 65, may choose from Option A, B, or C as referenced on the attached matrix. Both members must select the same option, and the employer will pay seventy-five percent (75%) of the monthly premium for the single or double rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the difference in the cost between the highest premium of Option A, B, or C, and the Option D premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein. All other employer contributions shall be eliminated.
10. The negotiated provisions of the collective bargaining agreement regarding continued health insurance coverage in certain circumstances (for example: injury or illness) shall remain in effect.

11. The negotiated provisions of the collective bargaining agreement for eligibility for health insurance coverage for employees, and employees who retire under this agreement, shall remain in effect.
12. The negotiated provisions of the collective bargaining agreement concerning union participation in, or cooperation with the County, to reduce the cost of health care insurance shall remain in effect.
13. The employer shall pay seventy-five percent (75%) of the monthly premium Core Plan rate for eligible employees who retire from County service with 1600 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

Employees who retire with 1700 hours accumulated shall receive 80%.  
Employees who retire with 1800 hours accumulated shall receive 85%.  
Employees who retire with 1900 hours accumulated shall receive 90%.  
Employees who retire with 2000 hours accumulated shall receive 95%.  
Employees who retire with 2100 hours accumulated shall receive 100%.

Employees hired after September 1, 2007, the employer shall pay seventy-five percent (75%) of the monthly premium Core Plan rate for eligible employees who retire from County service with 1700 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

Employees who retire with 1,800 hours accumulated shall receive 80%.  
Employees who retire with 1,950 hours accumulated shall receive 85%.  
Employees who retire with 2,100 hours accumulated shall receive 90%.  
Employees who retire with 2,250 hours accumulated shall receive 95%.  
Employees who retire with 2,400 hours accumulated shall receive 100%.

Core Plan – For employees hired after September 1, 2007, the employer shall contribute 85% of the monthly cost of the Core Plan health insurance plan.

Enhanced Plan – For employees hired after September 1, 2007, who choose the Enhanced Plan, shall pay 15% of the difference in the monthly premiums cost of the Core Plan plus the difference in the cost between the Core Plan and the Enhanced Plan.

Value Plan – For Employees hired after September 1, 2007, who choose the Value Plan, shall have deposited 50% of the difference in the monthly premiums cost of the Core Plan net of the 15% required employees contribution and the monthly premium cost of the value plan in an I.R.S. 105-h account.

The County shall provide single, double, or family coverage. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

14. Employees who retire under this agreement may exchange accrued compensatory time and/or vacation time for sick credits at the time of retirement up to a maximum of 2100 hours (2400 hours for those hired after 9/1/07). The maximum annual accruals for sick leave shall be eliminated.
15. The County shall provide a retirement incentive for the following calendar years in the following amounts. The relevant amount is payable only to those employees who retire in the stated calendar year; they are not cumulative:

2003

\$5,000

2004	\$4,000
2005	\$3,000
2006	\$2,000

This incentive shall be placed in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over from year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. This incentive expires on December 31, 2006. It will not be offered to anyone retiring after December 31, 2006.

16. IPA requests will be deemed granted if not denied at least seven (7) days in advance in writing by the administrator's supervisor and senior executive staff. Administrators who have accumulated 2100 sick hours shall be paid straight time in lieu of IPA accumulation when required to work in excess of the 80 hours per pay period. It is understood that any change in the article dealing with accumulated sick hours (Article 35) shall pertain.
17. This proposal was accepted by all appropriate parties approved and/or ratified by AAEECC on September 11, 2003, the Erie County Legislature, and the Board of Erie Community College.
18. The attached health benefit summaries cannot be changed without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement.

#### Current Employees (hired on or prior to Ratification)

Under all of the provisions in the agreement, "Retirement" and "Retire" means that the individual is eligible to retire and begin receiving benefits without penalty under the terms of the New York State Retirement plan (including TIAA-CREF) in which he/she is enrolled through the College.

- Core Plan shall remain the base plan in retirement, and shall remain paid by the Employer for those current employees who retire on or before January 4, 2016 after which time, Value shall become the base plan in retirement for all employees. Pre Ratification employees who retire on or before June 30, 2016 will have health insurance premium contributions at the levels provided for in the 2007 through 2011 agreement.
- IPA banks will be frozen as of the date of Ratification, but may be utilized toward the sick leave accrual for accumulation of time towards retiree health care as outlined in the 2007-2011 contract where use of sick hours are applicable. No further IPA will be accumulated by any employee after Ratification of the current collective bargaining agreement.
- For those current employees who Retire after January 4, 2016, the Value Plan shall become the base plan, and the following guidelines shall apply:
  1. Employees hired prior to August 31, 2011 shall have one-time option of selecting retirement insurance premium contributions in accordance with the 2007 through 2011 agreement or the option set forth in paragraph 2 below. The employee will be required to select an option no later than December 31, 2015 (hereafter "Selection Date.") If the employee fails to notify Human Resources of his/her insurance selection before the Selection Date, the employee will be placed by default into the plan in paragraph 2 herein.
  2. Employees hired between September 1, 2011 and Ratification shall be provided retiree health insurance contributions in accordance with the following guidelines:

Ten (10) years of completed service at the time of the employee's Retirement, but less than fifteen (15) years of completed service: Seventy Five percent (75%) College premium

contribution. Twenty Five percent (25%) Retiree premium contribution. This option ends on August 31, 2017 at which time fifteen years of completed service shall be required upon retirement in order to be eligible for a retirement benefit.

Fifteen (15) or more years of completed service at the time of the employee's Retirement:  
Ninety percent (90%) College premium contribution.

- Current employees who Retire and have more than five (5) years of service and do not anticipate reaching ten (10) or fifteen (15) years of service prior to the date of their planned Retirement, may exercise their retirement option prior to December 31, 2015 to Retire under the terms of the 2007 through 2011 collective bargaining agreement. The employee's last day of active employment must be on or before January 4, 2016. Medicare Wraparound Coverage: Modify existing language to clarify that each employee and covered dependent or spouse is required to obtain a Medicare wraparound product when first eligible, not only upon age 65.

#### New Employees (hired after Ratification)

- New employees shall be eligible to participate in the Erie County Health Insurance plan in order to enjoy the group rate upon retirement; however, there shall be no Employer contribution toward the premium of such Health Insurance Plan.

#### New Employees (hired after Ratification)

New Employees who Retire with at least fifteen (15) years of service shall be eligible for the following Sick Leave Bonus Upon Retirement, which shall be placed into a Health Reimbursement Account):

1200 Hours	\$10,000
At 1800 Hours an additional	\$15,000
At 2400 Hours an additional	\$15,000

\*These additional amount shall be added to the HRA Account at the time of Retirement if the employee reaches this milestone.

### **Section 35.1**

Effective immediately, the Association agrees to participate in any future efforts to reduce the costs of health insurance.

In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his health insurance coverage for the length of his accumulated sick leave, plus 90 days thereafter.

In the event an employee is disabled from work due to pregnancy, the employer agrees to continue her health insurance coverage for the length of her accumulated sick days, plus 120 days.

Dental: The employer shall provide the GHI Spectrum 2000 Full Basic (diagnostic and preventive) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay \$5.03 per month for single coverage and \$22.45 per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a biweekly payroll deduction. Effective 1/1/97 employees in the AAEECC shall receive the GHI preferred for their dental insurance with a cap of \$10.44 for singles and \$41.08 for family.

## **Section 35.2**

Effective January 1, 2016, waiver amounts shall be:

For those otherwise eligible for a single health care plan: \$ 150 per month

For those otherwise eligible for a family health care plan: \$ 300 per month

However, effective January 1, 2017 where such employee is eligible to be covered by another Erie Community College employee or Erie Community College retiree, no further waiver payment is due.

**Section 35.3** Full-time and R.P.T. employees will be eligible for coverage the first day of the month following one (1) month of employment.

## **WAIVER OF INSURANCE**

I, hereby for myself, my heirs, executors and administrators, waive my rights to health insurance coverage pursuant to the collective bargaining agreement between the County of Erie and the Administrator's Association of Erie Community College and I release any and all rights and claims I may have against the County of Erie, the Administrators Association of Erie community College and their respective representatives as a result of the waiver of insurance coverage to which I was previously entitled. Furthermore, it is understood that once this withdrawal of insurance coverage is in effect, I may not reenter the insurance plan until the next open period.

Director of Human Resources

Commissioner of Personnel

## **ARTICLE 36: RETIREMENT PLAN**

The County shall provide retirement plans known as "The New Career Retirement Plan" or the "Coordinated-Escalator Plan," whichever is applicable to all employees of the bargaining unit who are eligible under the law.

## **ARTICLE 37: COLLEGE COURSES-TUITION WAIVER**

Employees upon approval of the President or his designee may be permitted to register for and attend tuition waived, any course on any campus provided space exists, provided admission to the course does not affect an escalation of the instructor's compensation, provided that a minimum enrollment of 15 has been met without the tuition waiver registration of any employee, and provided that such attendance in no way interferes with his/her official duties. **See Article 56 Tuition Assistance and Reimbursement**

## **ARTICLE 38: PROBATIONARY PERIOD**

**Section 38.1** The first 52 weeks of employment in a position within the bargaining unit will constitute a probationary period during which time the College and/or County may in its exclusive discretion terminate such employee with 30 calendar days written notice provided, however, there shall be no time period notice requirement where the termination is for just cause. It is agreed and understood that any

employee so terminated, i.e., by 30 calendar days notice or just cause, shall have no right to grieve or otherwise invoke any provision this Agreement in challenging said termination.

**Section 38.2** Employees who have successfully passed their 52 week probationary period and are appointed to another administrative position shall serve six (6) month probation in another position. It is agreed and understood that the employee will be granted a leave of absence to serve in another position in the college. The leave of absence shall be granted while the employee completes the probationary period. The leave of absence shall be terminated upon the permanent appointment to the new position.

## **ARTICLE 39: TEMPORARY ASSIGNMENTS**

**Section 39.1 Temporary assignments.** An employee temporarily assigned by the President or his designee to a higher level encumbered position during a continuance of a temporary emergency not in excess of thirty (30) consecutive calendar days, as prescribed under Section 61 of the Civil Service Law, shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. Effective on the 31st day of the temporary assignment, the employee will be paid at the new rate until his return to his prior assignment.

**Section 39.2 Temporary promotions.** Temporary promotions covering actual service in positions of employees who are on authorized leave will be granted salary increases.

**Section 39.3 Temporary Assignments Retrenchment.** Employee's temporary appointed by the President to a temporary position will not be entitled to retrenchment rights under Article 10 until they have completed a 52 week probationary period. Example: Employee is appointed to a job group 13 from a job group 12 does not have the right to bump a job group 13. The employee in question continues to accumulate seniority in their permanent position and job group while serving in the temporary position. On the first day of the 53<sup>rd</sup> week the temporary assigned individual begins to accumulate seniority in the job group they were temporary appointed. (Normal administrative advancement and steps do pertain).

## **ARTICLE 40: GRIEVANCES AND ARBITRATION**

**Effective upon the signing of this Agreement:**

### **Section 40.1 Definitions**

- A.** "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement. This term does not include, by way of example only and without limitation, any matter involving any employee's rate of compensation, retirement benefits, Rules for the Classified Civil service of the County of Erie, exercise of any Management prerogative not inconsistent with the terms of this agreement, any matter which is otherwise reviewable pursuant to law, any statute or ordinance or any rule or regulation having the force and effect of law.
- B.** "Day" refers to calendar day and not work day.
- C.** "Work day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

## **Section 40.2 Rights of the Parties**

- A. Each party shall have access upon written demand to the other, to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.
- B. The County Division of Labor Relations shall receive a copy from the Association of any written grievance within five (5) days of filing such a grievance.
- C. The County, association and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
- D. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth requires the grievant to proceed to the next step of the grievance procedure within a timely fashion as though the grievant had received a timely answer from the Employer.
- E. A grievant shall have the right, if he so desires, to be represented by the Association at the first step of the grievance procedure.

## **Section 40.3 Grievance Procedure**

**Step 1** The employee aggrieved or Association or group Association members shall present his or their grievance in writing, on a form to be provided, signed by the grievant setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement, and the relief sought and the names of the individuals aggrieved if filed by the Association or group of its members to the President of the College or his designee within ten (10) working days from the occurrence of the grievance or when the grievant knew or should have known of the fact situation giving rise to the grievance. At the written request of the grievant, the President or his designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within ten (10) working days after receiving such written request. The President or his designee shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

**Step 2** If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed, (a) that the employee may appeal the grievance within ten working days of the President's decision or when such decision should have been made, whichever is sooner. In Step 1 to be considered by the County Labor Relations Committee and the Association Committee; (b) that regularly the Association Committee and the County Labor Relations Committee shall schedule a meeting at a mutually convenient time and place; (c) that such grievance or grievances will be submitted to the Director of Labor Relations of the County by the Association at least ten working days before a scheduled meeting is scheduled reflecting such grievances and which the Union desires to be considered at the meeting; (d) that the Association Committee (as above mentioned) will consist of no more than three representatives of the Association to be designated in writing to the employer by the Association, that the County Labor Relations Committee will consist of no more than two representatives to be designated by the County and one representative designated by the President of the College. Following the submission of the grievance to Step 2, the Director of Labor Relations along with the Association Committee must meet to render a decision on the grievance within 20 working days of it being moved to Step 2.

**Step 3:** Prior to moving a grievance to arbitration, the Union and the County will attempt to meet within 10 working days after the 20 days have elapsed for Step 2, in order to try to achieve a satisfactory



solution. If an agreed settlement is not forthcoming at Step 3 the grievance will automatically be moved to arbitration pending the approval of the grievance committee.

#### **Section 40.4 Arbitration Procedure**

- A.** If the Association Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within ten (10) working days of the disposition.
- B.** The arbitrator may be selected by mutual agreement between the parties.
- C.** In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.
- D.** The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt (30) days of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
- E.** The cost of any arbitration hearing will be borne equally by the parties of this Agreement.
- F.** The decision of the arbitrator shall be final and binding on both parties.

**Section 40.5 Time Limit Extensions.** Any and all time limits stated herein may be extended by mutual, written agreement between the parties. Both the Union and the Employer agree not to withhold agreement to a reasonable extension of Grievance Procedure time limits.

#### **ARTICLE 41: DISCIPLINE AND DISCHARGE**

**Section 41.1** Full-time employees having completed their probationary period with the college shall retain their respective positions during good behavior, competent and efficient service and shall not be removed except for just and proper cause.

**Section 41.2** The Employer recognizes and subscribes to the philosophy under appropriate circumstances of progressive discipline including: a) verbal warning b) written warnings c) suspension and d) dismissal.

#### **Section 41.3 Dismissal or Suspension**

- 1.** Whenever charges against an employee covered by this section are of a serious nature and could result in the dismissal or suspension of said employee, the charges shall be in writing and signed by the President or his designee in his absence.
- 2.** A copy of the charges shall be served on the employee and the Association at least fifteen (15) work days prior to the date of the scheduled hearing. An employee so charged may submit a written answer if he chooses to do so.
- 3.** The person so charged may, prior to the hearing, be suspended by the President of the College until the determination of the charges.

4. The hearing shall be conducted by the President or his designee. The employee charged may appear in person and must be represented by a member of the Union, it being understood that the Association representative may appear and participate in such hearings. At the hearing the employee will have the right to call witnesses, present evidence on his behalf and conduct a cross examination of all witnesses appearing against him. The formal rules of evidence shall not apply. The Director of Human Resources will conduct the hearing. Prior to submitting a report and recommendation to the President, the Director of Human Resources will consult with the Erie County Director of Labor Relations.

5. If the hearing officer is a designee of the President, he shall submit his report and recommendations to the President in writing. The President is in no way bound by this report and recommendations.

6. Recognizing the fact that members of the AAEC union supervise other members of the AAEC union, it is necessary that progressive discipline begin with the supervisor initiating the progressive steps necessary to correct the problem. To this end, it will be the responsibility of the supervising administrator to initiate the progressive discipline by discussing the problem with their staff member. At the same time that this occurs, the supervising administrator will notify both the senior executive staff supervisor and the employee in writing of the initiation of this verbal warning. (This notification will not be considered the written warning.)

## **ARTICLE 42: SALARY PROVISIONS**

**Section 42.1** Separation from the College Following separation from the college due to retirement, resignation or termination, the following provisions shall apply:

1. Vacation: The employee shall be compensated at his/her hourly rate for any and all accrued vacation time.
2. Compensatory Time: The employees shall be compensated at his/her hourly rate for all accrued compensatory time up to the maximum allowed.
3. Sick Leave: As set forth in Article 30, Sick Leave Incentive

The salary schedule for the period September 1, 2003 through August 31, 2007 is contained in Appendix "B" and which is attached hereto and made a part hereof.

## **ARTICLE 43: SALARY AND INCREMENT RULES**

### **Section 43.1** Definitions

1. "Positions" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
2. "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
3. "Salary Range" means the range of compensation, from base to the top step of each class, excluding longevity steps, as appearing in the Plan of Class Titles and Salary Ranges.
4. "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
5. "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.

6. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5, 6, 7, and 8 in the Plan of Class Titles and Salary Ranges.

7. "Actual Service" means active service in the position after deduction of any periods of leave without pay.

### **Section 43.2 New Appointments**

1. Upon Ratification, implement new wage scale for employees hired after Ratification as mutually agreed to except:

2. Where recruitment difficulties are sufficiently substantiated, the College President and the Board of Trustees may request an appointment beyond the first step established for the position. However, such requests must receive prior authorization by the County Executive and Commissioner of Personnel before appointments can be made.

### **Section 43.3 Promotions**

1. An employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than:

\$300.00 for promotions to Job Groups VI, VII, VIII, IX  
\$400.00 for promotions to Job Groups X, XI, XII, XIII  
\$500.00 for promotions to Job Groups XIV, and higher above

2. A promotion shall be defined as the appointment to a position at the College covered by this agreement which would result in an increase in pay as set forth above during the year in which the promotion occurs. Furthermore, the placement to an increment step must be such that the employee will make more money in the year following the promotion than would have occurred had the promotion not been forthcoming. The effective date of the appointment shall be the Board of Trustees appointment date.

### **Section 43.4 Demotions**

1. A permanent employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he is serving shall upon appointment to the lower position receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his former position.

### **Section 43.5 Reinstatement**

1. A permanent employee who has been laid off and subsequently reinstated from a preferred list pursuant to civil service rules shall be reinstated at the same salary step as received at the time of layoff.

2. A permanent employee who has resigned and is subsequently reinstated pursuant to civil service rules may be reinstated at the same salary step received at the time of resignation.

3. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade, shall upon return to the lower position receive a salary at the increment level he would have reached had he continued to serve continuously in that position.

### **Section 43.6 Reallocation**

1. Upon the reallocation of a class of positions to a higher job group, the employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

### **Section 43.7 Reclassification**

1. When an employee class title is reclassified to a higher title and job group, it shall be considered a new position and a promotion. The salary will then be determined in accordance with the salary rule on Promotions.

### **Section 43.8 Annual Increments**

Increments are recommended by the President of the College or his designee on the basis of merit and recognition for measuring up to the College's work performance and attendance standards.

1. The regular increment dates for employees in the bargaining units shall be September 1, providing they have the required period of actual service.
2. Members of the bargaining unit appointed, promoted or reinstate on or after September 1 and prior to February 1 will receive their first salary increment on the following September 1 and every September 1 thereafter.
3. Members of the bargaining unit appointed, promoted or reinstated on or after February 1 will not receive a salary increment on September 1 of that year; however, they will receive the first salary increment on September 1 of the following year and every September 1 thereafter.
4. In computing annual increment eligibility when appointments are made on September 1 and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which September 1 falls.
6. Approved leaves of absences without pay over five (5) continuous months during the increment year shall constitute an interruption of continuous service for computing yearly increments.

### **Section 43.9 Longevity Pay**

1. Effective 9/1/96 the length of time between longevity steps will be reduced from five years of continuous service to four years.
2. Longevity increments. The employee will move to the next longevity step at the end of 4 year of service at the current step.
3. Again, on the completion of another four continuous years of service, in the same class title, the employee will receive a third longevity increment.

4. In computing longevity increment eligibility, when appointments are made on September 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which September 1 falls.
6. Longevity increments are one-half ( $\frac{1}{2}$ ) the annual increments in the Job Groups and Salary Ranges as reflected in the Administrators Salary Plan, Appendix B and for the "Class Titles" listed in Appendix "A".
7. The rules and procedures for implementing the Longevity Pay Plan are outlined in the Salary Rules issued by and on file in the Office of the Commissioner of Personnel.

#### **Section 43.10 Professor Department Heads Stipend**

The practice of paying the current annual stipend to Professor Department Heads over and above their annual salary will be continued during the lifetime of this Agreement for reporting in and working the week prior to the beginning of the academic year and for reporting in and working the week following the academic year. Total hours worked for both weeks not to exceed 80 hours.

#### **Section 43.11 Pay Periods and Pay Checks**

1. The salary of each full-time member shall be paid on a bi-weekly basis. Each 10 month member shall upon written notice three (3) weeks prior to the first pay period of each academic year have the option of receiving his salary in 21 payments (10 month basis) or 26 weeks payments (12 month basis) . Notification of this option, and a printed form for this purpose shall be given when hiring agreements are made.
2. The College will make appropriate arrangements to forward 10 month Association members' salary checks for pay days that occur outside the academic year, postage being absorbed by the College.
3. Any payroll deductions shall be made in uniform increments.

**Section 43.12** The county/college agrees to participate in the TIAA/SRA payroll deduction program providing that there is absolutely no cost for the program incurred by either the county or the college.

#### **ARTICLE 44: REGULAR PART-TIME EMPLOYEES**

A Regular Part-Time Employee (RPT) is an employee who regularly works 20 or more, but less than 40 hours per week who is paid an hourly rate for every hour actually worked based upon their applicable annual salary in the appropriate job group designated for their respective position(s). RPT employees shall be entitled and receive one-half of all benefits afforded to fulltime employees in terms of leave accruals, except where otherwise separately noted herein.

Employees hired after September 1, 2007, will have a choice of having the Value single coverage paid for at 100% or the Value family coverage paid at 50% for Health Care.

Employees hired prior to September 1, 2007 shall make employee premium payments as follows:

9/1/16	Employee premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	5%	
	5%	10%	
	15%	15%	
9/1/17	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
	15%	15%	
9/1/18	Employer premium share based on Value:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
	15%	15%	

Employees may buy up to the Core or Enhanced Plans at 100% of the complete difference in cost between Core Plus and the higher plan. For example, if the total cost of Value Plan is \$ 10,000 per year and the cost for Core Plan is \$12,000 per year, an employee contributing 5% would be required to pay 5% of the premium of Value Plan in addition \$2,000 which is the difference in cost between Core Plan and Value Plan. The employee may choose to purchase the Core Plus plan as an option and will be responsible for the employee's premium contribution for the Core Plus Plan. For example if the employee contributes 10%, he or she will pay 10% of the premium of the Core Plus Plan.

**44.1** RPT employees shall receive the following benefits as if they were full time employees: Seniority, Tuition Waivers, Step increments and longevity, Rank Advancement, Jury Duty, Military leave, and Bereavement.

**44.2** After one year of service, RPT employees will earn three (3) personal leave days. Those hired before ratification earn one (1) additional day for a total of four (4).

**44.3** Holidays on an 8 hours scheduled day, 8 hours pay. On a day scheduled for less than 8 hours, then 4 hours pay.

**44.4** Emergency closure. An RPT employee is paid for the scheduled hours for the day. Example: An RPT is scheduled for 6 hours on a day that the school closes for a snow storm. The employees would be paid for 6 hours of emergency close.

**44.5** Vacation time increase: based on years of service

0-14 years 11 months -10 days,  
15 to 22 years 11 months -15 days,  
23 to 26 years 11 months -18 days,  
27 years or more 20 days.

**44.6** Sick leave continued to be accrued at 50%

## **ARTICLE 45: GRANT ADMINISTRATION**

The Administrators responsible for the administration of grants will be expected to administer such grants pursuant to the terms of the grant. The Administrators will be expected to attend the necessary meetings in the administration of such grants and make necessary trips regarding such grants upon the approval of the President. It should be fully understood that the budgetary control of all grants rests with the President of the College.

## **ARTICLE 46: PART TIME TEACHING ASSIGNMENTS**

The Administrators will be given every consideration to teach in an open part-time position or any campus if the administrator is qualified in the particular discipline and providing the provisions of the Collective Bargaining Agreement between the county/college and the Faculty Federation of Erie Community College are successfully adhered to. Pay for such work shall be as set forth in the agreement with FFECC. Prior to teaching classes during his or her normal work day, an administrator must obtain written permission by an Associate Vice President, Executive Vice President or the President of the College. Declinations will neither be arbitrary or capricious.

Any employee not appointed to teach a particular course or during a particular semester as a result of decisions made by the Faculty Federation of Erie Community College in accordance with their Collective Bargaining Agreement shall not be disputed.

## **ARTICLE 47: HANDBOOK**

In the event of a conflict, this Contract shall supersede any written handbook or policy heretofore established.

## **ARTICLE 48: EQUAL OPPORTUNITIES**

The employer and the Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the employer and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex, age, or national origin.

The parties to the agreement recognize the need for and advantages of an active and aggressive Affirmative Action Program in terms of fulfilling both the mission of the college as well as the needs of the community it serves. This being the case, the parties agree to act cooperatively towards the refinement and implementation of an affirmative action policy for Erie Community College during the life of this Agreement.

## **ARTICLE 49: CONTRACT PRINTING AND DISTRIBUTION**

County/College will pay for each of the contracts that they request.

## **ARTICLE 50: EVALUATIONS**

If either party wishes to change the system currently in existence, there shall be a meeting between the President or his designee and representatives of the Association to discuss the proposed changes.

## **ARTICLE 51: TAX SHELTERED ANNUITY**

The County will make available a Tax Sheltered Annuity Plan if legally permitted by the State of New York contingent upon the following conditions being met:

- A. The Association will present to the Division of Labor Relations documented legal proof that members of the Association are entitled to participate in such a plan under appropriate Federal and State laws and regulations.
- B. The provider of such a plan be selected by the Association and the Association shall provide certification indicating approval by the Internal Revenue Service and the State of New York for the carrier so selected by the Association.
- C. All contributions under such plan are the direct obligation, through payroll deduction, of participating employees.
- D. The implementation and continuation of such plan is contingent upon there being no additional costs, direct or indirect to the County, over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.

## **ARTICLE 52: SAVINGS CLAUSE**

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.



## **ARTICLE 53: ENTIRE MEMORANDUM OF AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the County and the Association, for life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver or any future breach of this Agreement.

## **ARTICLE 54: DURATION**

Unless otherwise specified, the provisions of this Agreement shall be effective as of September 1, 2003 and shall remain in full force and effect through the 31st day of August 2007. It shall automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to this Agreement's termination date, that it desires to modify, alter or amend this Agreement. In the event notice is so given, negotiations shall commence no later than one hundred fifty (150) days prior to this Agreement's termination date, and the parties shall state in their first meeting the modifications and changes desired.

## **ARTICLE 55: GRANT EMPLOYEES**

### **1. Definitions:**

- a. For the purpose of this Article, all grant employees shall be defined as employees whose salary and fringe are derived from the allocated funds of a grant program.
- b. An appointment to a grant position shall be for the duration of the grant. Reappointment will be based on renewed funding.
- c. A grant shall be defined as funds that have been provided to the College as a result of the successful application to a particular grant sponsor. The College agrees with the established internal guidelines for submission of grants (i.e. Grant Abstract Routing Form submitted to the Grant's Office)

The College and the County agree that any grant programs shall comply with this Article and shall follow the established internal procedures for grant submission. (See "c." above)

1. The Pathways Program and the Technology Plan will continue as grant funded programs.
2. The College and the County agree that any grant programs shall comply with this Article.

2. All grant employees currently on the payroll of the college as of the effective date of this agreement who are covered by the terms of this agreement shall retain all right and privileges of the AAECU\_UAW until such time as they leave the service of the College/County.

3. Effective with the signing of this agreement employees hired into grant positions shall receive all the benefits set forth herein except recourse to the discipline and discharge provision within the first year. Permanent rights will begin only after the employee has commenced his/her first day of employment in

the fourth year of service as a grant employee at the college.

4. The grant employee shall not gain seniority within the bargaining union until permanent rights have been received (see 3 above), but will gain seniority within the grant structure for positions within all grants. The displaced employee will have the right based on minimum educational qualifications to bump laterally and downward providing he or she meets or exceeds the job specification of the position to which the bump is sought as determined by the employer and seniority permitting. If such grant will be ending within forty-five (45) days the employee will not be able to utilize this clause for a position within the grant that is ending.

Example: An employee is in a grant for (2) years and the grant ends. He/she may bump an employee with less time in another grant as long as the employee meets or exceeds the qualifications for that position. Lowest seniority applies.

5. The college will provide a minimum of thirty (30) calendar days termination of a grant.

6. Permanent right will begin only after the employee has commenced his/her first day of employment in the fourth year of continued service from the date of his/her first day of full time employment.

Furthermore,

it is understood that all compensatory time and vacation accruals must be utilized during the grant year.

7. Each non-permanent grant employee will be awarded forty (40) vacation hours toward their accumulation

of vacation time on their first day of service in a new or continued grant commencement. If the employee receives such an award it is understood the employee will agree to allow the college to withhold payment

of salary if the employee owes any unearned vacation time upon leaving the college employment.

8. Retrenched Grant employees shall have recall priority by order of seniority for a period of one (1) year to a Grant position for which he/she has previously held or to a lower position he/she has held. It is understood that qualifications include any equivalencies that might apply to the position as referenced in #5 Minimum Educational Qualifications under Administrative Promotion.

## **ARTICLE 56: TUITION ASSISTANCE AND REIMBURSEMENT**

It is agreed that the College shall make available an annual amount of \$5,000 college-wide to be utilized for job related tuition reimbursement and seminars, workshops, and conferences for members of the bargaining unit. The fund shall not rollover from year to year.

If an employee obtains tuition assistance reimbursement from any other source he/she may only receive tuition assistance this Article on a pro-rated basis.

Requirements for permission to attend courses, seminars, workshops, and/or conferences for which reimbursement will be sought must be directed to the President of the College or his designee. Failure to gain permission prior to date of attendance will disqualify an employee for reimbursement pursuant to this Article.

Requests for reimbursement for tuition assistance shall be directed to the President of the College or his designee and shall include the following:

- a. Proper application including a brief summary of the course taken.
- b. Proper approval
- c. Proof of passing the course or proof of attendance if no grading is available.

No reimbursement will occur if a,b,and c, are not met.

## **ARTICLE 57: CATASTROPHIC ILLNESS BANK**

Any member of the AAEC bargaining unit having five years or more seniority may apply for catastrophic illness day from the leave bank. The bank will be established, maintained and administered on the following basis:

- a. Each eligible member of the bargaining unit may contribute up to 20 days, once per year during the month of July, by written notice to the College Personnel Office. Any such contribution shall be a permanent contribution and shall not be retrievable at any time thereafter.
  1. The maximum number of days in the bank shall be 500 days at any one time.
  2. A record of the disbursements and balances in the bank shall be maintained by the College's Business Office.
- b. A committee shall be established to maintain and administer the Catastrophic Illness Bank. The Catastrophic Bank Committee will consist of the AAEC President or his/her designee, the College President or his/her designee, and one other member appointed by the President of the College.
- c. The Chairperson of the Committee shall be the AAEC President or his/her designee.
- d. When applications are submitted, the Catastrophic Bank Committee will convene at the discretion of the Chairperson.
- e. Any eligible member wishing to be considered for catastrophic bank days must submit a written explanation; a valid doctor's note must accompany the request and must indicate the probable length of the disability, including a prognosis for a return to work.
- f. Decisions of the Committee are to be rendered not less than two weeks before the period for which the Committee wishes to grant the extended leave days. The decisions of the Catastrophic Banks Committee will be final and no availability for denial.
- g. The Committee shall make its decision based on the following criteria:
  1. Days from the bank are to supplement long-term catastrophic illnesses only.
  2. Days will be granted in blocks of 30 days.
  3. Maximum blocks for any one illness is 4 blocks (120 days).
  4. All accrued leave accumulation must be exhausted before catastrophic bank days may be used, and no accumulation of leave time will occur during the use of catastrophic bank days.
  5. The catastrophic Bank Committee may request any documentation including doctor's statements before granting days.
  6. Should the Catastrophic Bank fall below 120 days, a special subscription period may be declared by the catastrophic bank committee.

## **ARTICLE 58: PART TIME EMPLOYEES**

1. Part-time employees may post to Regular Part-Time (RPT) vacancies and will be considered based on his/her seniority within the Department first and then seniority as a part-time employee.
2. Part Time employees shall earn seniority within part time members after the second year of service. (Part-time administrators shall be defined as an employee that is appointed to a part time position.)
3. Employees shall be eligible for increments under Article 43; with the required period of actual service shall be (2) years.

4. In the event retrenchment is necessary, the college will provide a minimum of 30-calendar days notice of impending layoff
5. Part-time employees will be paid for two holidays per academic year regardless of scheduled days of work. These two days will be July 4th and New Year's Day.
6. Part-time employees will be able to flex time within a given pay period with the permission of their immediate supervisor and the senior executive staff member supervising that area of responsibility.
7. Senior executive staff members or the part-time employee's supervisor can petition for emergency extended hours with the employee's permission and be paid over the persons 19 hours.

## ARTICLE 59: EARLY RETIREMENT INCENTIVE

- The College shall provide a retirement incentive for employees who have a combined age and full years of service in the AAEEC bargaining unit of seventy (75) years or more. The relevant amount is payable only to those employees who retire in the stated calendar year; it is not cumulative:

Notification B	Amount
12/15/15 to retire by 1/4/16	One half of the employee's base salary for 9/1/14 to 8/31/15, up to a maximum amount of \$40,000

- Twenty percent (20%) of this incentive shall be placed into an I.R.S. Section 105-h account (HRA). Monies deposited in such account shall roll over from year to year until expended or until the employee's death, his spouse or his dependents at which time any unexpended funds shall revert to the College. Eighty percent (80%) of the incentive shall be placed in a retirement account or eligible deferred compensation account of his/her choice. (Example IRA, 403-b). This incentive expires on December 15, 2015. It will not be offered to anyone who gives notice of retirement after December 15, 2015.

### Total Cap on the Incentives:

- The total amount expended on the above incentives will be capped as outlined below. In the event more employees apply for the incentive than funding is available within the cap, the benefits will be awarded by seniority in the bargaining unit as defined in Section 10.2 of the collective bargaining agreement with those being the most senior receiving the benefits until exhausted. In the event that there are more retirements than the funding allows, the least senior eligible employee may retire and accept the insufficient amount of the retirement incentive as payment in full or he/she may withdraw their intention to retire.

Retirement date	Total capped amount of incentives
Retirement by 1/4/16	\$500,000

## ARTICLE 60: FAMILY TUITION ASSISTANCE

Effective with the signing of this agreement, and during the duration of such agreement, the child(ren) and/or spouse of full time AAEEC members will be provided tuition waivers for enrollment as full-time or part-time students in the college during any semester.

The waiver is subject to the following conditions:

- a. The student must apply for both PELL and TAP. The waiver will cover the difference in

- awarded aid and actual costs of tuition to the college.
- b. The waiver is limited to tuition charges only. The full-time student is responsible for all other fees, books, and charges that are set by the college.
  - c. Enrollment of any child(ren) and/or spouse of a full-time AAEECC member will not be allowed into any class where the calculation of class size results in additional compensation to the faculty member.

#### **ARTICLE 61: EMERGENCY CALL IN**

Any administrator that is required by the President or his/her designee to be on 24 hour call in and has been issued a College Cell phone will be able to utilize this phone for personnel use and not be charged for the phone or for the usage of that phone. Whenever an administrator is called in to work outside of his/her regular schedule or for emergency duty, he/she will receive a minimum of three (3) hours of pay.

#### **ARTICLE 62: MONTHLY MEETINGS**

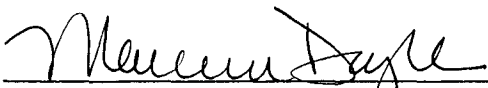
The President of the Union as well as the Negotiations Chair and/or Grievance Chair will schedule monthly meetings with the President of the College to discuss items of mutual concern. An agenda for each meeting will be forwarded to the President of the College as well as the President of the Union one week in advance of the meeting. The intent of the meeting will be to come to a resolution of concerns before they need to be addressed by the grievance committee.

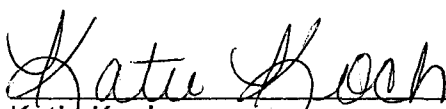
SIGNATURE PAGE

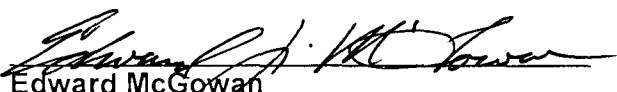
THIS AGREEMENT constitutes the entire Agreement between the Parties

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals the 11<sup>th</sup> day of May, 2017.

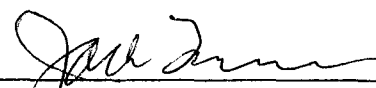
FOR THE UAW-AAECC LOCAL 3300

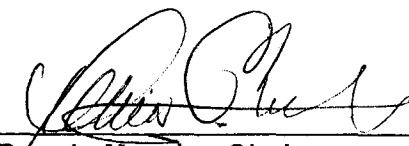
  
Maureen Doyle  
Negotiations Chair as of July 1, 2016

  
Katie Koch  
President as of July 1, 2016

  
Edward McGowan  
UAW International Representative

FOR THE COUNTY OF ERIE

 3/22/17  
Jack F. Quinn, President  
Erie Community College

  
Dennis Murphy, Chairperson  
Board of Trustees ECC

APPROVED AS TO FORM

**Memorandum of Understanding**

**Between**

**Erie Community College**

**And**

**Administrators' Association of Erie Community College**

**Whereas**, the Administrator's Association of Erie Community College (Union) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term of 2007-2011;

**Whereas**, the parties have met and negotiated the terms of a successor to that agreement; and

**Whereas**, the parties wish to set forth their agreements in writing;

**It is therefore understood:**

**That**, the attached eleven (11) pages set forth the modifications, additions and deletions to be effected in the current contract;


**That**, all items not addressed in the attached eleven (11) pages shall remain in full force and effect for the duration of the new agreement.

**That**, the terms of this agreement shall become effective upon ratification by all parties and accordingly no negotiated payments (including, but not limited to, ratification payment, salary increases not added to base and retirement incentive) hereunder shall be due until final approval by the Erie County Legislature.

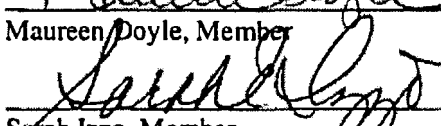
**For the Union**

  
George De Rosa, President

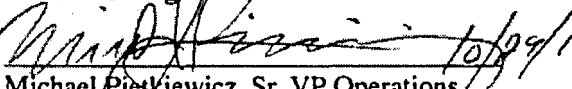
  
Paul Lavanada, Chair

  
Patricia Losito, Member

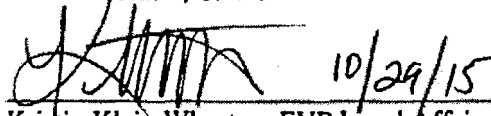
  
Maureen Doyle, Member

  
Sarah Izzo, Member

**For the College:**

 10/29/15  
Michael Pietkiewicz, Sr. VP Operations

 10/29/15  
William Reuter, CAFO

 10/29/15  
Kristin Klein Wheaton, EVP Legal Affairs

*Doc #2015-0217*

APPENDIX "A" The College and the Union agree to modify titles to reflect current titles of employees as well as to change all references to the county of Erie and Erie Community College to Employer. Example: Since we do not currently have Academic Deans, the Ass't Academic Dean title does not make sense. The College and the Union will work to establish more current and appropriate titles for current employees in the titles exemplified. Job Group and Steps will not be affected and in no case will a current title be deleted if an employee is holding that title or job responsibilities.

ERIE COMMUNITY COLLEGE

**Schedule A,  
Administrators Association Titles:**

<b>CLASS TITLES</b>	<b>JOB Group</b>
ADMINISTRATIVE CONSULTANT	XIV
ASSISTANT ACADEMIC DEAN	XIII
ASSISTANT BUSINESS MANAGER COLLEGE	XI
ASSISTANT COORDINATOR OF IRAPP	X
ASSISTANT COORDINATOR OF PLACEMENT TESTING	X
ASSISTANT COORDINATOR OF ADMISSIONS	IX
ASSISTANT COORDINATOR OF FINANCIAL AID	X
ASSISTANT COORDINATOR OF RECRUITMENT AND OUTREACH	IX
ASSISTANT COORDINATOR STUDENT SERVICES	IX
ASSISTANT DIRECTOR OF ATHLETICS	XI
ASSISTANT SOFTWARE SPECIALIST	IX
ASSISTANT PROFESSOR/DEPARTMENT HEAD	XII
ASSISTANT DIRECTOR OF DISTANCE LEARNING	XII
ASSISTANT PROJECT COORDINATOR	IX
ASSISTANT PROJECT DIRECTOR	XI
ASSISTANT PROJECT DIRECTOR PT	XI
ASSISTANT PROJECT DIRECTOR GRANT	XI
ASSISTANT PROJECT DIRECTOR GRANT RPT	XI
ASSISTANT TO THE EXECUTIVE DIRECTOR ECC FOUNDATION	XII
ATHLETIC FACILITY COORDINATOR	IX
BURSAR	XI



BUSINESS MANAGER	XIII
CAMPUS COORDINATOR OF ADMINISTRATOR	XIII
CASE MANAGER	IX
CASE MANAGER RPT	IX
CASE MANAGER PT	IX
CHIEF ACCOUNTANT COLLEGE	XIII
CHILD CARE CENTER DIRECTOR	XII
COLLEGE ACCOUNTANT/AUDITOR	IX
COLLEGE ADMINISTRATIVE ASSISTANT	VI
COLLEGE ADMINISTRATIVE ASSISTANT RPT	VI
COLLEGE ADMINISTRATIVE ASSISTANT PT	VI
COLLEGE BUSINESS MANAGER	XIII
COMMUNICATION SYSTEMS COORDINATOR	XII
COORDINATOR CAMPUS FACILITIES	XI
COORDINATOR COLLEGE SAFETY	XII
COORDINATOR OF ADMINISTRATION	XV
COORDINATOR OF ADVANCED STUDIES	XII
COORDINATOR OF ALUMNI AFFAIRS	IX
COORDINATOR OF ATHLETIC ACADEMIC PROGRAM	X
COORDINATOR OF COMMUNITY EDUCATION	XII
COORDINATOR OF CORPORATE TRAINING	XII
COORDINATOR OF DATA SYSTEMS (COLLEGE)	XIV
COORDINATOR OF DISTANCE LEARNING	XII
COORDINATOR OF EDUCATIONAL OPPORTUNITY PROGRAM	XI
COORDINATOR OF EVENING SERVICES	XIII
COORDINATOR OF FINANCIAL AID	XII
COORDINATOR OF GENERAL STUDIES	XII
COORDINATOR OF GRANTS	XI
COORDINATOR OF INSTITUTIONAL SERVICES	XII
COORDINATOR OF INSTRUCTIONAL SYSTEMS DESIGN	XII

COORDINATOR OF INTERNSHIPS/COOPERATIVE EDUCATION	XII
COORDINATOR OF NURSING	XII
COORDINATOR OF PLACEMENT	XII
COORDINATOR OF RECRUITMENT	XI
COORDINATOR OF SPECIAL SERVICES	XI
COORDINATOR OF STUDENT SERVICES	XI
COORDINATOR SMALL BUSINESS RESOURCE CENTER	XI
CORPORATE TRAINING REPRESENTATIVE	X
CORPORATE TRAINING REPRESENTATIVE RPT	X
CORPORATE TRAINING SPECIALIST	XI
DATABASE COORDINATOR	XI
DEAN OF BUSINESS AND PUBLIC SERVICES	XIV
DEAN OF EMPLOYMENT AND TRAINING SERVICES	XV
DEAN OF ENGINEERING AND TECHNOLOGIES	XIV
DEAN OF ENROLLMENT MANAGEMENT	XV
DEAN OF INSTITUTIONAL PLANNING AND ASSESSMENT	XV
DIRECTOR OF ALUMNI RELATIONS	X
DEAN OF RETENTION SERVICES	XV
DEAN OF STUDENTS	XIV
DIRECTOR OF ADMISSIONS AND CALL CENTER OPERATIONS	XIV
DIRECTOR OF ATHLETICS	XIV
DIRECTOR OF BUILDINGS AND GROUNDS	XIV
DIRECTOR OF DISTANCE LEARNING	XIII
DIRECTOR OF COMMUNICATION SYSTEMS	XIII
DIRECTOR OF EDUCATIONAL OPPORTUNITY SERVICES	XIII
DIRECTOR OF FINANCIAL AID	XIII
DIRECTOR OF PUBLIC RELATIONS	X
DIRECTOR OF RECRUITMENT	XIV
DIRECTOR OF REGISTRATION	XIII
DIRECTOR OF INSTITUTIONAL RESEARCH	XIII

DIRECTOR OF STUDENT SERVICES	XIII
DIRECTOR OF PLACEMENT	XIII
DIRECTOR OF WORKFORCE DEVELOPMENT	XIII
END USER SUPPORT SPECIALIST	IX
EVENTS SPECIALIST	VII
EXECUTIVE DEAN OF NURSING	XVI
EXECUTIVE DEAN OF WORKFORCE DEVELOPMENT&COMMUNITY SERVICE	XVI
FINANCIAL COORDINATOR OF GRANTS	XI
JOB DEVELOPER	IX
JOB DEVELOPER RPT	IX
JOB DEVELOPER PT	IX
NATATORIUM MANAGER	VIII
NETWORK OPERATIONS SPECIALIST	X
NURSE - COLLEGE	IX
NURSE - COLLEGE PT	IX
PAYROLL SUPERVISOR COLLEGE	VIII
PAYROLL SYSTEMS SUPERVISOR (COLLEGE)	X
PROGRAM DIRECTOR BI-LINGUAL	XII
PROFESSOR/DEPARTMENT HEAD	XIV
PROFESSOR/DEPARTMENT HEAD PT	XIV
PROJECT COORDINATOR	XI
PROJECT COORDINATOR PT	XI
PROJECT DIRECTOR	XIII
PROJECT DIRECTOR PT	XIII
PROJECT DIRECTOR GRANT	XIII
PUBLIC INFORMATION OFFICER	VII
PUBLICATION SPECIALIST	VII
RECRUITER	IX
RECRUITER/COACH	IX
REGISTRAR	XII

SOFTWARE SPECIALIST	X
VOCATIONAL PROGRAM SPECIALIST	XII
WEB PAGE MASTER	VII

# APPENDIX B

## ERIE COMMUNITY COLLEGE SALARY SCALE

### ADMINISTRATOR'S ASSOCIATION

September 2015 - August 2016

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long 1	Long 2	Long 3
6	32858	34359	35859	37366	38850	40405	42022	43790	44703	45639	46597
	1263.77	1321.50	1379.19	1437.14	1494.22	1554.05	1616.24	1684.22	1719.35	1755.34	1792.20
	15.7971	16.5188	17.2399	17.9643	18.6778	19.4256	20.2030	21.0528	21.4919	21.9418	22.4026
7	35849	37678	39516	41350	43163	45073	47085	49269	50420	51596	52794
	1378.81	1449.16	1519.84	1590.38	1660.10	1733.58	1810.97	1894.98	1939.22	1984.48	2030.55
	17.2351	18.1144	18.9980	19.8798	20.7513	21.6698	22.6372	23.6872	24.2403	24.8060	25.3819
8	38458	40590	42730	44865	47009	49248	51575	54169	55528	56922	58352
	1479.17	1561.14	1643.45	1725.57	1808.03	1894.16	1983.66	2083.44	2135.69	2189.29	2244.30
	18.4896	19.5143	20.5432	21.5697	22.6004	23.6769	24.7957	26.0429	26.6961	27.3662	28.0537
9	41277	43674	46062	48463	50869	53389	56030	58958	60492	62083	63703
	1587.58	1679.79	1771.60	1863.95	1956.49	2053.43	2154.99	2267.60	2326.61	2387.79	2450.13
	19.8448	20.9973	22.1450	23.2994	24.4562	25.6678	26.9374	28.3450	29.0826	29.8474	30.6266
10	44280	46883	49485	52111	54725	57480	60366	63563	65243	66960	68734
	1703.09	1803.21	1903.27	2004.26	2104.81	2210.76	2321.78	2444.72	2509.33	2575.38	2643.61
	21.2886	22.5401	23.7909	25.0532	26.3101	27.6346	29.0223	30.5590	31.3666	32.1923	33.0451
11	48874	51698	54516	57334	60163	63124	66240	69700	71519	73384	75291
	1879.78	1988.39	2096.75	2205.17	2313.97	2427.84	2547.69	2680.76	2750.72	2822.46	2895.80
	23.4972	24.8548	26.2094	27.5646	28.9246	30.3480	31.8461	33.5095	34.3840	35.2808	36.1975
12	52345	55479	58594	61712	64831	68113	71570	75399	77412	79487	81621
	2013.28	2133.81	2253.61	2373.56	2493.50	2619.72	2752.70	2899.95	2977.39	3057.20	3139.27
	25.1660	26.6726	28.1701	29.6695	31.1688	32.7465	34.4087	36.2494	37.2174	38.2149	39.2408
13	57216	60656	64077	67518	70939	74524	78308	82514	84727	87008	89345
	2200.63	2332.93	2464.51	2596.85	2728.43	2866.32	3011.84	3173.62	3258.73	3346.45	3436.33
	27.5079	29.1616	30.8063	32.4607	34.1053	35.8290	37.6480	39.6702	40.7341	41.8306	42.9542
14	63913	67767	71606	73264	79291	83343	87595	92330	94819	97377	100006
	2458.19	2606.41	2754.10	2817.83	3049.67	3205.51	3369.03	3551.17	3646.89	3745.27	3846.40
	30.7273	32.5801	34.4262	35.2229	38.1209	40.0689	42.1128	44.3896	45.5862	46.8159	48.0800
15	70889	75189	79485	83790	88076	92601	97337	102616	105411	108260	111206
	2726.50	2891.89	3057.10	3222.69	3387.55	3561.59	3743.73	3946.76	4054.26	4163.83	4277.17
	34.0813	36.1487	38.2137	40.2836	42.3444	44.5199	46.7966	49.3345	50.6782	52.0479	53.4646
16	78407	83164	87912	92685	97452	102462	107738	113609	116703	119876	123144
	3015.65	3198.61	3381.23	3564.82	3748.17	3940.85	4143.76	4369.57	4488.60	4610.62	4736.30
	37.6957	39.9827	42.2654	44.5603	46.8521	49.2606	51.7970	54.6196	56.1074	57.6327	59.2038

### Professor/ Department Head - 12 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
14	66346	70199	74060	77895	81746	85781	90008	94711	97181	99719	102328
	2551.79	2699.96	2848.47	2995.97	3144.09	3299.26	3461.86	3642.74	3737.75	3835.35	3935.71
	31.8973	33.7495	35.6059	37.4496	39.3011	41.2408	43.2732	45.5343	46.7218	47.9419	49.1964
15	72309	76695	81076	85468	89838	94452	99283	104669	107519	110429	113433
	2781.11	2949.79	3118.33	3287.25	3455.30	3632.76	3818.56	4025.74	4135.37	4247.25	4362.81
	34.7639	36.8724	38.9791	41.0906	43.1912	45.4094	47.7320	50.3218	51.6921	53.0907	54.5351

### Professor/ Department Head - 10 Months

14	66346	70199	74060	77895	81746	85781	90008	94711	97181	99719	102328
	3159.36	3342.81	3526.68	3709.29	3892.68	4084.80	4286.11	4510.06	4627.68	4748.53	4872.78
	39.4920	41.7851	44.0835	46.3662	48.6586	51.0600	53.5764	56.3758	57.8461	59.3567	60.9098
15	72309	76695	81076	85468	89838	94452	99283	104669	107519	110429	113433
	3443.28	3652.12	3860.78	4069.92	4277.99	4497.70	4727.74	4984.25	5119.98	5258.50	5401.57
	43.0411	45.6516	48.2598	50.8740	53.4748	56.2212	59.0968	62.3032	63.9997	65.7313	67.5197

# APPENDIX B

## ERIE COMMUNITY COLLEGE SALARY SCALE

### ADMINISTRATOR'S ASSOCIATION

September 2016 - August 2017

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long 1	Long 2	Long 3
6	33516	35046	36576	38113	39627	41213	42863	44666	45597	46552	47529
	1289.08	1347.92	1406.77	1465.88	1524.12	1585.12	1648.58	1717.92	1753.73	1790.46	1828.04
	16.1135	16.8490	17.5846	18.3236	19.0514	19.8139	20.6072	21.4740	21.9216	22.3808	22.8505
7	36566	38432	40306	42177	44026	45975	48027	50255	51428	52628	53850
	1406.38	1478.15	1550.23	1622.19	1693.31	1768.27	1847.19	1932.88	1978.00	2024.15	2071.15
	17.5798	18.4769	19.3779	20.2774	21.1663	22.1034	23.0899	24.1611	24.7250	25.3019	25.8894
8	39227	41401	43584	45762	47949	50233	52607	55253	56638	58060	59519
	1508.73	1592.35	1676.31	1760.08	1844.19	1932.04	2023.35	2125.12	2178.38	2233.08	2289.19
	18.8591	19.9043	20.9538	22.0010	23.0524	24.1505	25.2918	26.5639	27.2298	27.9135	28.6149
9	42052	44548	46983	49432	51886	54457	57150	60137	61702	63324	64977
	1617.38	1713.38	1807.04	1901.23	1995.62	2094.50	2198.08	2312.96	2373.15	2435.54	2499.12
	20.2173	21.4173	22.5880	23.7654	24.9452	26.1813	27.4760	28.9120	29.6644	30.4442	31.2389
10	45166	47821	50475	53153	55820	58629	61574	64834	66547	68299	70108
	1737.15	1839.27	1941.35	2044.35	2146.92	2254.96	2368.23	2493.62	2559.50	2626.88	2696.46
	21.7144	22.9909	24.2668	25.5543	26.8365	28.1870	29.6029	31.1702	31.9938	32.8361	33.7058
11	49852	52732	55606	58481	61366	64386	67565	71094	72949	74852	76797
	1917.38	2028.15	2138.69	2249.27	2360.23	2476.38	2598.65	2734.38	2805.73	2878.92	2953.73
	23.9673	25.3519	26.7337	28.1159	29.5029	30.9548	32.4832	34.1798	35.0716	35.9865	36.9216
12	53392	56589	59766	62947	66128	69475	73002	76907	78960	81077	83253
	2053.54	2176.50	2298.69	2421.04	2543.38	2672.12	2807.77	2957.96	3036.92	3118.35	3202.04
	25.6692	27.2063	28.7337	30.2630	31.7923	33.4014	35.0971	36.9745	37.9615	38.9793	40.0255
13	58361	61869	65359	68869	72358	76015	79874	84164	86422	88748	91132
	2244.65	2379.58	2513.81	2648.81	2783.00	2923.65	3072.08	3237.08	3323.92	3413.38	3505.08
	28.0582	29.7447	31.4226	33.1101	34.7875	36.5457	38.4010	40.4635	41.5490	42.6673	43.8135
14	65191	69122	73039	7729	80877	85010	89347	94177	96716	99325	102007
	2507.35	2658.54	2809.19	2874.19	3110.65	3269.62	3436.42	3622.19	3719.85	3820.19	3923.35
	31.3418	33.2317	35.1149	35.9274	38.8832	40.8702	42.9553	45.2774	46.4981	47.7524	49.0418
15	72307	76693	81074	85466	89838	94453	99284	104668	107519	110425	113430
	2781.04	2949.73	3118.23	3287.15	3455.31	3632.81	3818.62	4025.69	4135.35	4247.12	4362.69
	34.7630	36.8716	38.9779	41.0894	43.1913	45.4101	47.7327	50.3212	51.6918	53.0889	54.5337
16	79975	84827	89670	94539	99401	104511	109893	115881	119038	122274	125607
	3075.96	3262.58	3448.85	3636.12	3823.12	4019.65	4226.65	4456.96	4578.38	4702.85	4831.04
	38.4495	40.7822	43.1106	45.4514	47.7889	50.2457	52.8332	55.7120	57.2298	58.7856	60.3880

### Professor/ Department Head - 12 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
14	67673	71603	75541	79453	83381	87496	91808	96606	99125	101714	104375
	2602.81	2753.96	2905.42	3055.88	3206.96	3365.23	3531.08	3715.62	3812.50	3912.08	4014.42
	32.5351	34.4245	36.3178	38.1986	40.0870	42.0654	44.1385	46.4452	47.6563	48.9010	50.1803
15	73755	78229	82698	87178	91634	96341	101268	106763	109670	112637	115702
	2836.73	3008.81	3180.69	3353.00	3524.38	3705.42	3894.92	4106.27	4218.08	4332.19	4450.08
	35.4591	37.6101	39.7587	41.9125	44.0548	46.3178	48.6865	51.3284	52.7260	54.1524	55.6260

### Professor/ Department Head - 10 Months

14	67673	71603	75541	79453	83381	87496	91808	96606	99125	101714	104375
	3222.52	3409.67	3597.19	3783.48	3970.52	4166.48	4371.81	4600.29	4720.24	4843.52	4970.24
	40.2815	42.6208	44.9649	47.2935	49.6315	52.0810	54.6476	57.5036	59.0030	60.5440	62.1280
15	73755	78229	82698	87178	91634	96341	101268	106763	109670	112637	115702
	3512.14	3725.19	3938.00	4151.33	4363.52	4587.67	4822.29	5083.95	5222.38	5363.67	5509.62
	43.9018	46.5649	49.2250	51.8917	54.5440	57.3458	60.2786	63.5494	65.2798	67.0458	68.8702

# APPENDIX B

## ERIE COMMUNITY COLLEGE SALARY SCALE ADMINISTRATOR'S ASSOCIATION September 2017 - August 2018

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long 1	Long 2	Long 3
<b>6</b>	34186	35747	37308	38875	40419	42038	43720	45559	46509	47483	48480
	1314.85	1374.88	1434.92	1495.19	1554.58	1616.85	1681.54	1752.27	1788.81	1826.27	1864.62
	16.4356	17.1861	17.9365	18.6899	19.4322	20.2106	21.0192	21.9034	22.3601	22.8284	23.3077
<b>7</b>	37297	39200	41112	43020	44906	46894	48988	51260	52457	53681	54927
	1434.50	1507.69	1581.23	1654.62	1727.15	1803.62	1884.15	1971.54	2017.58	2064.65	2112.58
	17.9313	18.8462	19.7654	20.6827	21.5894	22.5452	23.5519	24.6442	25.2197	25.8082	26.4072
<b>8</b>	40012	42229	44456	46677	48908	51238	53659	56358	57771	59221	60709
	1538.92	1624.19	1709.85	1795.27	1881.08	1970.69	2063.81	2167.62	2221.96	2277.73	2334.96
	19.2365	20.3024	21.3731	22.4409	23.5135	24.6337	25.7976	27.0952	27.7745	28.4716	29.1870
<b>9</b>	42893	45439	47923	50421	52924	55546	58293	61340	62936	64591	66277
	1649.73	1747.65	1843.19	1939.27	2035.54	2136.38	2242.04	2359.23	2420.62	2484.27	2549.12
	20.6216	21.8457	23.0399	24.2409	25.4442	26.7048	28.0255	29.4904	30.2577	31.0534	31.8639
<b>10</b>	46069	48777	51484	54216	56936	59802	62805	66131	67878	69665	71511
	1771.88	1876.04	1980.15	2085.23	2189.85	2300.08	2415.58	2543.50	2610.69	2679.42	2750.42
	22.1486	23.4505	24.7519	26.0654	27.3731	28.7510	30.1947	31.7938	32.6337	33.4928	34.3803
<b>11</b>	50849	53787	56718	59651	62594	65674	68916	72516	74408	76349	78333
	1955.73	2068.73	2181.46	2294.27	2407.46	2525.92	2650.62	2789.08	2861.85	2936.50	3012.81
	24.4466	25.8591	27.2683	28.6784	30.0933	31.5740	33.1327	34.8635	35.7731	36.7063	37.6601
<b>12</b>	54460	57720	60961	64206	67450	70865	74462	78445	80540	82698	84918
	2094.62	2220.00	2344.65	2469.46	2594.23	2725.58	2863.92	3017.12	3097.69	3180.69	3266.08
	26.1827	27.7500	29.3082	30.8683	32.4279	34.0697	35.7990	37.7139	38.7212	39.7587	40.8260
<b>13</b>	59528	63107	66666	70246	73805	77535	81471	85848	88150	90523	92954
	2289.54	2427.19	2564.08	2701.77	2838.65	2982.12	3133.50	3301.85	3390.38	3481.65	3575.15
	28.6192	30.3399	32.0510	33.7721	35.4832	37.2764	39.1688	41.2731	42.3798	43.5207	44.6894
<b>14</b>	66495	70504	74499	76223	82495	86710	91134	96060	98650	101311	104047
	2557.50	2711.69	2865.35	2931.65	3172.88	3335.00	3505.15	3694.62	3794.23	3896.58	4001.81
	31.9688	33.8962	35.8168	36.6457	39.6611	41.6875	43.8144	46.1827	47.4279	48.7072	50.0226
<b>15</b>	73753	78227	82696	87175	91635	96342	101269	106761	109669	112633	115699
	2836.65	3008.73	3180.62	3352.88	3524.42	3705.46	3894.96	4106.19	4218.04	4332.04	4449.96
	35.4582	37.6091	39.7577	41.9111	44.0553	46.3183	48.6870	51.3274	52.7255	54.1505	55.6245
<b>16</b>	81575	86524	91464	96430	101389	106601	112090	118198	121418	124719	128119
	3137.50	3327.85	3517.85	3708.85	3899.58	4100.04	4311.15	4546.08	4669.92	4796.88	4927.65
	39.2188	41.5981	43.9731	46.3606	48.7447	51.2505	53.8894	56.8260	58.3740	59.9611	61.5957

### Professor/ Department Head - 12 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
<b>14</b>	69027	73035	77052	81042	85049	89246	93645	98538	101108	103748	106463
	2654.88	2809.04	2963.54	3117.00	3271.12	3432.54	3601.73	3789.92	3888.77	3990.31	4094.73
	33.1861	35.1130	37.0442	38.9625	40.8889	42.9067	45.0216	47.3740	48.6096	49.8788	51.1841
<b>15</b>	75230	79793	84352	88921	93467	98267	103294	108898	111863	114890	118016
	2893.46	3068.96	3244.31	3420.04	3594.88	3779.50	3972.85	4188.38	4302.42	4418.85	4539.08
	36.1683	38.3620	40.5538	42.7505	44.9361	47.2438	49.6606	52.3548	53.7803	55.2356	56.7385

### Professor/ Department Head - 10 Months

<b>14</b>	69027	73035	77052	81042	85049	89246	93645	98538	101108	103748	106463
	3287.00	3477.86	3669.14	3859.14	4049.95	4249.81	4459.29	4692.29	4814.67	4940.38	5069.67
	41.0875	43.4732	45.8643	48.2393	50.6244	53.1226	55.7411	58.6536	60.1833	61.7548	63.3708
<b>15</b>	75230	79793	84352	88921	93467	98267	103294	108898	111863	114890	118016
	3582.38	3799.67	4016.76	4234.33	4450.81	4679.38	4918.76	5185.62	5326.81	5470.95	5619.81
	44.7798	47.4958	50.2095	52.9292	55.6351	58.4923	61.4845	64.8202	66.5851	68.3869	70.2476

# APPENDIX B

## ERIE COMMUNITY COLLEGE SALARY SCALE

### ADMINISTRATOR'S ASSOCIATION

September 2018 - August 2019

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long 1	Long 2	Long 3
6	34870	36462	38054	39653	41228	42878	44594	46470	47439	48432	49449
	1341.15	1402.38	1463.62	1525.12	1585.69	1649.15	1715.15	1787.31	1824.58	1862.77	1901.88
	16.7644	17.5298	18.2952	19.0639	19.8212	20.6144	21.4394	22.3413	22.8072	23.2846	23.7736
7	38043	39984	41935	43881	45804	47832	49967	52285	53506	54755	56026
	1463.19	1537.85	1612.88	1687.73	1761.69	1839.69	1921.81	2010.96	2057.92	2105.96	2154.85
	18.2899	19.2231	20.1611	21.0966	22.0212	22.9962	24.0226	25.1370	25.7240	26.3245	26.9356
8	40812	43074	45345	47611	49886	52262	54732	57485	58927	60406	61923
	1569.69	1656.69	1744.04	1831.19	1918.69	2010.08	2105.08	2210.96	2266.42	2323.31	2381.65
	19.6212	20.7087	21.8005	22.8899	23.9837	25.1260	26.3135	27.6370	28.3303	29.0413	29.7707
9	43751	46348	48881	51429	53982	56657	59459	62566	64194	65882	67602
	1682.73	1782.62	1880.04	1978.04	2076.23	2179.12	2286.88	2406.38	2469.00	2533.92	2600.08
	21.0341	22.2827	23.5005	24.7255	25.9529	27.2389	28.5861	30.0798	30.8625	31.6740	32.5010
10	46991	49753	52514	55300	58075	60998	64061	67453	69236	71058	72941
	1807.35	1913.58	2019.77	2126.92	2233.65	2346.08	2463.88	2594.35	2662.92	2733.00	2805.42
	22.5918	23.9197	25.2471	26.5865	27.9207	29.3260	30.7986	32.4293	33.2865	34.1625	35.0678
11	51866	54862	57852	60844	63846	66987	70294	73966	75896	77876	79899
	1994.85	2110.08	2225.08	2340.15	2455.62	2576.42	2703.62	2844.85	2919.08	2995.23	3073.04
	24.9356	26.3760	27.8135	29.2519	30.6952	32.2053	33.7952	35.5606	36.4885	37.4404	38.4130
12	55549	58875	62180	65490	68799	72282	75951	80014	82150	84352	86617
	2136.50	2264.42	2391.54	2518.85	2646.12	2780.08	2921.19	3077.46	3159.62	3244.31	3331.42
	26.7063	28.3053	29.8942	31.4856	33.0764	34.7510	36.5149	38.4683	39.4952	40.5538	41.6428
13	60719	64369	67999	71651	75281	79086	83101	87565	89913	92333	94813
	2335.35	2475.73	2615.35	2755.81	2895.42	3041.77	3196.19	3367.88	3458.19	3551.27	3646.65
	29.1918	30.9466	32.6918	34.4476	36.1928	38.0221	39.9524	42.0986	43.2274	44.3909	45.5832
14	67825	71914	75989	77748	84145	88445	92956	97982	100623	103337	106128
	2608.65	2765.92	2922.65	2990.31	3236.35	3401.73	3575.23	3768.54	3870.12	3974.50	4081.85
	32.6082	34.5740	36.5332	37.3788	40.4543	42.5216	44.6904	47.1067	48.3764	49.6813	51.0231
15	75228	79791	84350	88919	93467	98269	103295	108897	111863	114886	118013
	2893.38	3068.88	3244.23	3419.96	3594.88	3779.58	3972.88	4188.35	4302.42	4418.69	4538.96
	36.1673	38.3611	40.5529	42.7495	44.9361	47.2447	49.6611	52.3543	53.7803	55.2337	56.7370
16	83206	88254	93293	98358	103417	108733	114332	120562	123847	127213	130681
	3200.23	3394.38	3588.19	3783.00	3977.58	4182.04	4397.38	4637.00	4763.35	4892.81	5026.19
	40.0029	42.4298	44.8524	47.2875	49.7197	52.2755	54.9673	57.9625	59.5418	61.1601	62.8274

### Professor/ Department Head - 12 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
14	70407	74496	78593	82663	86750	91031	95518	100508	103130	105823	108592
	2707.96	2865.23	3022.81	3179.35	3336.54	3501.19	3673.77	3865.69	3966.54	4070.12	4176.62
	33.8495	35.8154	37.7851	39.7418	41.7067	43.7649	45.9221	48.3212	49.5817	50.8764	52.2077
15	76735	81389	86039	90700	95336	100233	105360	111076	114101	117188	120376
	2951.35	3130.35	3309.19	3488.46	3666.77	3855.12	4052.31	4272.15	4388.50	4507.23	4629.85
	36.8918	39.1293	41.3649	43.6058	45.8346	48.1889	50.6538	53.4019	54.8563	56.3404	57.8731

### Professor/ Department Head - 10 Months

14	70407	74496	78593	82663	86750	91031	95518	100508	103130	105823	108592
	3352.71	3547.43	3742.52	3936.33	4130.95	4334.81	4548.48	4786.10	4910.95	5039.19	5171.05
	41.9089	44.3429	46.7815	49.2042	51.6369	54.1851	56.8560	59.8262	61.3869	62.9899	64.6381
15	76735	81389	86039	90700	95336	100233	105360	111076	114101	117188	120376
	3654.05	3875.67	4097.10	4319.05	4539.81	4773.00	5017.14	5289.33	5433.38	5580.38	5732.19
	45.6756	48.4458	51.2137	53.9881	56.7476	59.6625	62.7143	66.1167	67.9173	69.7548	71.6524



# APPENDIX B

## ERIE COMMUNITY COLLEGE SALARY SCALE

### ADMINISTRATOR'S ASSOCIATION

September 2019 - August 2020

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long 1	Long 2	Long 3
6	35567	37191	38815	40446	42052	43736	45486	47400	48388	49401	50438
	1367.96	1430.42	1492.88	1555.62	1617.38	1682.15	1749.46	1823.08	1861.08	1900.04	1939.92
	17.0995	17.8803	18.6611	19.4452	20.2173	21.0269	21.8683	22.7885	23.2635	23.7505	24.2490
7	38804	40784	42773	44758	46721	48789	50967	53331	54576	55850	57146
	1492.46	1568.62	1645.12	1721.46	1796.96	1876.50	1960.27	2051.19	2099.08	2148.08	2197.92
	18.6558	19.6077	20.5639	21.5183	22.4620	23.4563	24.5034	25.6399	26.2385	26.8510	27.4740
8	41629	43936	46252	48563	50884	53308	55827	58635	60105	61614	63162
	1601.12	1689.85	1778.92	1867.81	1957.08	2050.31	2147.19	2255.19	2311.73	2369.77	2429.31
	20.0139	21.1231	22.2365	23.3476	24.4635	25.6288	26.8399	28.1899	28.8966	29.6221	30.3663
9	44626	47275	49859	52458	55062	57790	60648	63818	65478	67200	68955
	1716.38	1818.27	1917.65	2017.62	2117.77	2222.69	2332.62	2454.54	2518.38	2584.62	2652.12
	21.4548	22.7284	23.9707	25.2202	26.4721	27.7837	29.1577	30.6817	31.4798	32.3077	33.1514
10	47930	50748	53564	56406	59236	62218	65343	68802	70621	72480	74400
	1843.46	1951.85	2060.15	2169.46	2278.31	2393.00	2513.19	2646.23	2716.19	2787.69	2861.54
	23.0433	24.3981	25.7519	27.1183	28.4788	29.9125	31.4149	33.0779	33.9524	34.8462	35.7692
11	52903	55960	59009	62061	65123	68327	71700	75445	77414	79433	81497
	2034.73	2152.31	2269.58	2386.96	2504.73	2627.96	2757.69	2901.73	2977.46	3055.12	3134.50
	25.4341	26.9038	28.3697	29.8370	31.3091	32.8495	34.4712	36.2716	37.2183	38.1889	39.1813
12	56660	60052	63424	66800	70175	73727	77470	81614	83793	86039	88349
	2179.23	2309.69	2439.38	2569.23	2699.04	2835.65	2979.62	3139.00	3222.81	3309.19	3398.04
	27.2404	28.8712	30.4923	32.1154	33.7380	35.4457	37.2452	39.2375	40.2851	41.3649	42.4755
13	61933	65656	69359	73084	76787	80668	84763	89316	91711	94180	96710
	2382.04	2525.23	2667.65	2810.92	2953.35	3102.62	3260.12	3435.23	3527.35	3622.31	3719.62
	29.7755	31.5654	33.3457	35.1365	36.9168	38.7827	40.7514	42.9404	44.0918	45.2788	46.4952
14	69181	73353	77509	79303	85828	90213	94815	99941	102635	105404	108250
	2660.81	2821.27	2981.12	3050.12	3301.08	3469.73	3646.73	3843.88	3947.50	4054.00	4163.46
	33.2601	35.2659	37.2639	38.1264	41.2635	43.3716	45.5841	48.0486	49.3438	50.6750	52.0433
15	76732	81387	86037	90697	95337	100235	105361	111075	114100	117184	120373
	2951.23	3130.27	3309.12	3488.35	3666.81	3855.19	4052.35	4272.12	4388.46	4507.08	4629.73
	36.8904	39.1284	41.3639	43.6043	45.8351	48.1899	50.6543	53.4014	54.8558	56.3385	57.8716
16	84870	90019	95159	100326	105486	110908	116619	122974	126324	129758	133295
	3264.23	3462.27	3659.96	3858.69	4057.15	4265.69	4485.35	4729.77	4858.62	4990.69	5126.73
	40.8029	43.2784	45.7495	48.2337	50.7144	53.3212	56.0668	59.1221	60.7327	62.3837	64.0841

### Professor/ Department Head - 12 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
14	71816	75986	80165	84316	88485	92852	97428	102519	105192	107939	110764
	2762.15	2922.54	3083.27	3242.92	3403.27	3571.23	3747.23	3943.04	4045.85	4151.50	4260.15
	34.5269	36.5317	38.5409	40.5365	42.5409	44.6404	46.8404	49.2880	50.5731	51.8938	53.2519
15	78270	83017	87760	92514	97243	102238	107467	113297	116383	119531	122784
	3010.38	3192.96	3375.38	3558.23	3740.12	3932.23	4133.35	4357.58	4476.27	4597.35	4722.46
	37.6298	39.9120	42.1923	44.4779	46.7514	49.1529	51.6668	54.4697	55.9534	57.4668	59.0308

### Professor/ Department Head - 10 Months

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C
14	71816	75986	80165	84316	88485	92852	97428	102519	105192	107939	110764
	3419.81	3618.38	3817.38	4015.05	4213.57	4421.52	4639.43	4881.86	5009.14	5139.95	5274.48
	42.7476	45.2298	47.7173	50.1881	52.6696	55.2690	57.9929	61.0232	62.6143	64.2494	65.9310
15	78270	83017	87760	92514	97243	102238	107467	113297	116383	119531	122784
	3727.14	3953.19	4179.05	4405.43	4630.62	4868.48	5117.48	5395.10	5542.05	5691.95	5846.86
	46.5893	49.4149	52.2381	55.0679	57.8827	60.8560	63.9685	67.4387	69.2756	71.1494	73.0857

**ERIE COMMUNITY COLLEGE SALARY SCALE**  
**ADMINISTRATOR'S ASSOCIATION**  
**November 2015 - August 2020**

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## APPENDIX "D"

### ERIE COMMUNITY COLLEGE

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South Campus  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Darley M. Willis  
Director of Human Resources  
(716) 851-1840

TO: AAECC Members  
FROM: Darley Willis *ko*  
DATE: January 14, 2004  
RE: Performance Evaluation

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The new evaluation is designed to link college, department and individual goals and objectives to the mission of the College. Each supervisor must establish measurable goals through which we can improve individual performance that will ultimately lead to improved performance of the entire college.

The new evaluation process includes evaluating each administrator's performance. It's a planning process, it's a communication process, it's an information process and it's a development process. The evaluation process should clarify your job responsibilities, provide performance goals and objectives and performance indicators.

The intent of the evaluation should not be perceived as disciplinary. The evaluation process is a constant responsibility shared by the supervisor and the employee. Each one plays a different role in the process. Supervisors must create the work environment in which the employee's success is possible. The employee must capitalize on this opportunity, meeting or exceeding performance standards, identifying improvement opportunities, learning from these experiences and improving performance. Improved performance will inevitably lead to improved college performance.

There will be a training program for the senior staff and the administrators of the College to implement the evaluation process.

DW:bw

C: William Reuter



ERIE COMMUNITY COLLEGE  
ADMINISTRATOR'S EVALUATION

Administrator Name: \_\_\_\_\_ Hire Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_ Department: \_\_\_\_\_

Department Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			
Employee Met <input type="checkbox"/> Employee Did Not Meet <input type="checkbox"/> Needs Improvement <input type="checkbox"/>			

Department Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			
Employee Met <input type="checkbox"/> Employee Did Not Meet <input type="checkbox"/> Needs Improvement <input type="checkbox"/>			

Department Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			
Employee Met <input type="checkbox"/> Employee Did Not Meet <input type="checkbox"/> Needs Improvement <input type="checkbox"/>			

Department Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			
Employee Met <input type="checkbox"/> Employee Did Not Meet <input type="checkbox"/> Needs Improvement <input type="checkbox"/>			

Department Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			
Employee Met <input type="checkbox"/> Employee Did Not Meet <input type="checkbox"/> Needs Improvement <input type="checkbox"/>			

Employee Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			

Employee Met ☐Employee Did Not Meet ☐Needs Improvement ☐

Employee Goal/Objective:

Actions (Taken or to be taken)	Performance Indicators	Status	Estimated Date/Completion
1.			
2.			
3.			
4.			
5.			

Employee Met ☐Employee Did Not Meet ☐Needs Improvement ☐**Administrative Development** - Participates in professional development activities (ex. Graduate courses, conferences, campus workshops, research and publication)**Administrative Responsibilities** - Carries out professional responsibilities, such as timely submission of reports, requested information, and manages staff appropriately.

Overall Supervisor's Rating: ☐ Above Average ☐ Average ☐ Below Average

Supervisor's recommendation for Administrative Promotion: ☐ Approved ☐ Not Approved

Employee's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Associate Vice President's recommendation for evaluation: ☐ Approved ☐ Not Approved

Associate Vice President's recommendation for Administrative Promotion: ☐ Approved ☐ Not Approved

Associate Vice President's Comments: \_\_\_\_\_  
\_\_\_\_\_

Associate Vice President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## HUMAN RESOURCES PROCEDURES

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### Human Resources Evaluation Section

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#### Administrator's Evaluation

December, 2003

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**Associate Vice President Responsibility:** The Associate Vice President and the administrator's supervisor is responsible for the administration of the procedures in accordance with the AAECC contract.

#### I. Objectives:

1. To ensure that the goals and objectives of the administrator's performance evaluation reflect the mission of the unit, department, division, and the College.
2. To ensure that the goals and objectives of the administrator's performance evaluation reflect the recommendations of accrediting agencies, program review and planning documents.
3. To coordinate the evaluation process and ensures that they are completed by required deadlines. This includes the annual evaluation and the evaluation required for administrative promotions.

#### II. Procedures:

##### A. Human Resources Representative

1. Forwards list of the employees' names and evaluation forms to supervisor and Associate Vice President.
2. Lists date evaluation forms were sent to supervisor and the AAECC evaluation log.
  - Evaluation forms will be available in the Associate Vice President's Office or in Human Resources.

##### B. Supervisor

1. Meets with the Associate Vice President of the assigned area to discuss goals and objectives.
2. Reviews the College's mission and the performance indicators with the employee.
3. Identifies the key goals and objectives of the division which support the College mission and confirm ongoing job responsibilities with the employee.



## APPENDIX "D"

4. Establishes specific, measurable and observable goals and objectives that should be reviewed with the employee during the evaluation process.
5. Reviews job duties and description with the employee.
6. Establishes a timeframe to discuss the status of the goals and objectives.
7. Advises employees that evaluation will be completed in accordance with the AAEECC contract.
8. Works with the Associate Vice President to ensure that the evaluation process is completed.

### C. Employee

1. Receives the evaluation form.
2. Lists department and employee goals and objectives on the evaluation form that have been discussed with the supervisor.
3. Indicates the actions to be taken on the evaluation.
4. Denotes the performance indicators and estimated date of completion on the evaluation.
5. Lists the professional development activities he/she will participate in on the evaluation form. The activities should have been discussed with the supervisor.
6. Returns a copy of the evaluation form to the supervisor for his/her review and approval.
7. Updates the supervisor periodically regarding the status of all department and employee goals and objectives and sends updates to the supervisor.

### D. Supervisor

1. Arranges a date, time and place with the employee to discuss his/her evaluation by March of each year.
2. Reviews the employee's performance including:
  - Progress towards goals and objectives
  - Status of ongoing job responsibilities
  - Actions taken
3. Meets with the employee to discuss the evaluation.

4. Denotes on the evaluation whether the employee met, did not meet, or needs improvement.
  - If the employee needs improvement, develops a performance improvement plan.
5. Documents on the evaluation whether or not the employees participate in administrative development and carried out his/her administrative responsibilities.
6. Recommends or does not recommend administrative promotion.
  - If administrative promotion is not recommended, documents reason via the supervisor's comments.
7. Gives the evaluation to the employee for his/her review.

**E. Employee**

1. Receives and reviews the evaluation and comments his/her comments.
2. Returns the evaluation to the supervisor

**F. Supervisor**

1. Receives and reviews the employee's comments that are documented on the evaluation.
2. Documents comments on the evaluation and shares those comments with the employee.

**G. Employee**

1. Receives and reviews the supervisor's comments.
  - If the employee disagrees with the evaluation he/she may submit a rebuttal that will be attached to the evaluation and filed in the employee's personnel folder.
2. Signs evaluation and returns the evaluation to his/her supervisor.
  - The employee's signature is not an indication that he/she agrees with the evaluation process only that he/she has been given an opportunity to read and document his/her comments regarding the evaluation.

**H. Supervisor**

## APPENDIX "D"

1. Receives evaluation and discusses employee's overall reaction of the evaluation.
2. Gives the employee a copy of the evaluation and retain copy for his/her records.
3. Forwards evaluation and rebuttal, if submitted by the employee, to the Associate Vice President.

### **I. Associate Vice President**

1. Receives and reviews evaluation and any supporting documentation for completeness and accuracy.
2. Approves/disapproves the evaluation
  - If disapproval is recommended documents reason(s) via the Associate Vice President's comments.
3. Approves/disapproves administrative promotion.
  - If disapproval is recommended documents reason(s) via the Associate Vice President's comments.
4. Signs and dates evaluation.
5. Ensures that the employee has a copy of the evaluation with the Associate Vice President's signature and comments. The employee has a right to rebut the Associate Vice President's comments in writing which will be placed in the employee's personnel file.
6. Forwards original evaluation and any supporting documentation to the Human Resources Department.

### **J. Human Resources Representative**

1. Receives, logs and checks evaluation for completeness.
  - If evaluation was not signed gives to the Director of Human Resources.
2. Files evaluation and supporting documentation in the employee's personnel folder.

DW:sw  
12/03